RENEWAL AND MODIFICATION OF
SYEP FOR CURE VIOLENCE
MEMORANDUM OF UNDERSTANDING

-between-

THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

-and-

THE CITY OF NEW YORK
MAYOR'S OFFICE OF CRIMINAL JUSTICE

This **RENEWAL AND MODIFICATION** ("Renewal and Modification") effective March 11, 2022, is between the following (each a "Party" and, collectively, the "Parties"): the New York City Mayor's Office of Criminal Justice ("MOCJ"), located at 1 Centre Street, 10th Floor, New York, NY 10007; and the New York City Department of Youth and Community Development ("DYCD") with offices located at 2 Lafayette Street, 21st Floor, New York, NY 10007.

WITNESSETH:

WHEREAS, the Parties entered into a Memorandum of Understanding ("the MOU") in order to collaborate on implementation and funding of the Summer Youth Employment Program ("SYEP") for Cure Violence program; and

WHEREAS, the MOU was dated March 11, 2019, and was subsequently modified twice, on July 1, 2020, and March 11, 2021; and

WHEREAS, the term of the MOU was for three years from March 11, 2019 through March 10, 2022, with the option to renew upon written agreement of both Parties; and

WHEREAS, the Parties now wish to exercise their option to renew the MOU for three (3) years, from March 11, 2022 through March 10, 2025, under the same terms and conditions except as modified herein; and

WHEREAS, additionally, pursuant to Article 11 of the MOU, the Parties now wish to modify the MOU; and

NOW, THEREFORE, the Parties have agreed and do agree as follows:

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

2. Pursuant to Article 1 of the MOU, the Parties hereby exercise their right and option to renew the MOU for the period from March 11, 2022, through March 10, 2025 (the "Renewal Term"), unless sooner terminated pursuant to the terms of the MOU.

3. Article 3, Scope of Services – MOCJ, Section A, subsection 1, subsection f, of the MOU is hereby amended by replacing the text with the following:

    f. Responding to and cooperating fully and faithfully with any investigation, audit or inquiry conducted by DYCD.

4. Article 4, Budget and Payment, of the MOU is hereby amended by adding language at the end thereof to read as follows:

    H. DYCD will transfer the amount of $192,075 to MOCJ for MOCJ to cover the provider fees for its Contractors in accordance with the following:

        1. For the period March 11, 2022, through June 30, 2022, MOCJ shall receive $44,325; and

        2. For the period July 1, 2022, through June 30, 2023, MOCJ shall receive $147,750.

    MOCJ shall reimburse its Contractors at a determined rate per Participant for the specific number of Participants identified in the line-item budgets submitted by each MOCJ Contractor, for a total of eighty-five (85) Younger Youth Participants and two hundred and fifteen (215) Older Youth Participants for the period March 11, 2022, through June 30, 2023. MOCJ shall reimburse its Contractors for Participants served at a rate not to exceed: six hundred dollars ($600) per Younger Youth Participant and four hundred and fifty dollars ($450) per Older Youth Participant.

    MOCJ Contractors shall only be entitled to reimbursement for the number of Participants MOCJ Contractors have actually enrolled and served in accordance with the terms of the MOU and any modifications thereto, including Appendix A-3, 2022 SYEP for Cure Violence Scope of Work, and the line-item budgets approved by MOCJ.

    DYCD reserves the right to reduce the amount of funds transferred from DYCD to MOCJ based on the number of Participants MOCJ Contractors have actually enrolled and served in accordance with the terms of the MOU and any modifications thereto.

5. The following appendices are attached hereto and made a part of the MOU for the Renewal Term:
    a. Appendix A-3, 2022 SYEP for Cure Violence Scope of Work, which shall supersede Appendix A-2 for the period March 11, 2022, through March 10, 2025

6. Except as expressly amended by this Renewal and Modification, the terms and conditions of the MOU and any modifications thereto remain unchanged and in full force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Renewal and Modification on the dates appearing below their respective signatures.

CITY OF NEW YORK
THE MAYOR'S OFFICE OF
CRIMINAL JUSTICE

David B. Goldin
~~Acting~~ General Counsel

7/29/2022
Date

CITY OF NEW YORK
DEPARTMENT OF YOUTH AND
COMMUNITY DEVELOPMENT

Caroline D. Press
Caroline Press
General Counsel

08/01/2022
Date

Appendix A-3

2022 SYEP for Cure Violence Scope of Work

SUMMER YOUTH EMPLOYMENT PROGRAM

SCOPE OF WORK

SYEP FOR CURE VIOLENCE

MARCH 11, 2022 – MARCH 10, 2025

ARTICLE I – DEFINITIONS

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

1) "ADA" means the federal Americans with Disabilities Act.
2) "Agreement" means the Standard Human Services Agreement and all Riders and Appendices thereto.
3) "City" means New York City.
4) "COVID-19" means the novel coronavirus discovered in 2019 that necessitated the issuance of New York State Governor's Executive Order 202, *et. seq.*, ("E.O. 202"), declaring a State disaster emergency for the entire State of New York.
5) "CMS" means the Crisis Management System created by the Mayor's Office and the City Council to provide a comprehensive anti-violence initiative focused upon reducing gun violence throughout New York City.
6) "Contractor" means an organization within the CMS contracted by the Mayor's Office of Criminal Justice to operate the SYEP for Cure Violence Program.
7) "DYCD" means the City Department of Youth and Community Development.
8) "DYCD Fiscal Manual" means a set of instructions provided by DYCD documenting the applicable policies and procedures of DYCD for Contractor to use in such matters as record-keeping, bookkeeping, reporting, invoicing and claiming, budgeting, cost allocating, procurement, and payroll, as may be amended by DYCD. The DYCD Fiscal Manual is incorporated by reference and may be found online at https://www1.nyc.gov/site/dycd/about/news-and-media/guides-and-manuals.page. The DYCD Fiscal Manual is not intended to amend the material terms of Contractor's Agreement with MOCJ.
9) "Enrollment Requirements" mean the minimum documentation required to be presented to Contractor in order to participate in SYEP, including valid Identification, Residency, and Working Documents, as defined herein, and, if aged seventeen (17) or younger, parental or guardian consent to participate in SYEP.
    a) "Identification Documents" means proof of identity and age, such as a birth certificate, NYS driver/non-driver license, social security card, valid U.S. passport, or alien registration card.

b) "Residency Documents" means proof of New York City residency, such as a current utility bill or official mail from a federal, state, or city agency addressed to the Participant, or the Participant's parent or guardian if Participant is aged 17 or younger, Participant's official school transcript or a recent report card with address, a NYS driver/non-driver license, or a current lease.

c) "Working Documents" means proof that the Participant is eligible to work, such as a birth certificate issued in the United States, a Social Security Card, or Employment Authorization Document issued by U.S. Citizenship and Immigration Services. Participants under age 18 must also provide age-appropriate New York State employment certificates. Male Participants aged eighteen (18) or older must also provide proof of Selective Service Registration. Working Documents are required only for Older Youth Participants given a Work Assignment.

10) "Hats & Ladders" means the digital platform developed for Participants to engage in a web-based/digital Work-Readiness Training curriculum via a mobile app.

11) "MOCJ" means the Mayor's Office of Criminal Justice.

12) "Participant" means a City resident who:

a) meets the Enrollment Requirements of SYEP;

b) is enrolled in SYEP; and

c) as of the first day of the Program Period, is either:

i) aged fourteen (14) through fifteen (15) ("Younger Youth Participant"); or

ii) aged sixteen (16) through twenty-four (24) ("Older Youth Participant").

13) "Participant Enrollment Survey" or "PES" means the standardized assessment tool provided by DYCD to Contractor to be used to evaluate the specific interests, strengths, and needs of each Participant and to determine each Younger Youth Participant's Project Assignment and each Older Youth Participant's Work Assignment, as well as Supportive Services for all Participants. The PES consists of several forms, some of which are to be filled out by the Contractor and others by the Participant and the Participant's parent or guardian if aged 17 or younger.

14) "Private Sector" means for-profit or non-governmental entities, as well as large private, not-for-profit organizations such as hospitals and universities.

15) "Professional and Technical Development" means training directly related to a Participant's Work-Based Learning Assignment, course of study, or bearing a career pathway credential.

16) "Program Facility/ies" means the location/s from which Contractor administers the SYEP Program and provides Program Services as defined herein, including facilities used for Project-Based Learning Experience/s for Younger Youth, and excluding those Work Assignments designated to be provided at Worksites. Program Facility/ies are not required to be used for Program Services, except for rare exceptions as outlined herein, due to COVID-19.

17) "Program Period" means a continuous six-week period scheduled each summer by DYCD, during which Younger Youth participate in Project-Based Learning Experience/s and Older

Youth participate in Work-Based Experience/s, and for some Participants, Professional and Technical Development.

18) "Program Services" include, but are not limited to, the following services provided by the Contractor"

a) Participant outreach and recruitment;

b) Project-Based Learning Experiences development;

c) Worksite and Work-Based Experiences development;

d) Participant application, selection, and enrollment;

e) Participant Project-Based Learning/Work-Based Experiences, and Professional and Technical Development if applicable, matching and placement, including developing, implementing, and maintaining the PES for each Participant;

f) Work Readiness Training, which may be conducted on the Hats & Ladders platform or in person by Contractor;

g) Supportive Services; and

h) Project-Based Learning/Work-Based Experiences.

19) "Project-Based Learning Experience/s" means time spent by Younger Youth Participants participating in project-based learning activities provided by Contractor.

20) "Project Assignment/s" means a project cohort in which a Younger Youth Participant shall be placed for their Project-Based Learning Experience, based on the Contractor's assessment of the Participants' age, skills, needs, and interests. Project Assignments shall be developed by the Contractor and may be developed in conjunction with community partners.

21) "Staff" means all persons, whether paid or volunteer, engaged by Contractor or a subcontractor to provide Program Services pursuant to the Agreement.

22) "State" means New York State.

23) "Supportive Services" include, but are not limited to, health care, financial assistance, referral to drug and alcohol abuse counseling, individual and family counseling, special services and materials for individuals with disabilities, job coaches, child and dependent care, meals, temporary shelter, financial counseling, and other services considered by the Contractor to be necessary for participation in SYEP.

24) "SYEP" means Summer Youth Employment Program.

25) "SYEP Manual" means the DYCD Summer Youth Employment Program Policies and Procedures Manual, which describes DYCD's policy and procedural requirements for SYEP. The SYEP Manual will be updated and distributed by DYCD annually.

26) "Work Assignment/s" means a job at a Worksite in which an Older Youth Participant shall be placed for their Work-Based Experience, based on the Contractor's assessment of the participants' age, skills, needs, and interests. Work Assignments shall be developed by the Contractor in conjunction with the Worksite.

27) "Work Readiness Training" means lectures, seminars, workshops, and other activities which are for the benefit of Participants, which will take place on the Hats & Ladders platform or in

person with Contractor prior to the commencement of Project-Based Learning/Work-Based Experiences, and which will incorporate the required curriculum components that will be provided to Contractor by DYCD.

28) "Work-Based Experience/s" means time spent by Older Youth Participants performing work or receiving employment training.

29) "Worksite/s" means SYEP site/s, sponsored by government agencies, not-for-profit, and for-profit organizations, at which Work-Based Experiences for Older Youth take place.

30) "Youth with Disabilities" shall mean Participants who are identified and documented as being physically, cognitively, or emotionally impaired.

ARTICLE II – PROGRAM SERVICES

Contractor shall provide Program Services, directly or through approved subcontractors, in accordance with this Agreement, including but not limited to the SYEP Manual, and the DYCD Fiscal Manual, and the high standards of professional quality customary to Contractor's industry, including any changes in laws and regulations due to the COVID-19 pandemic, as follows:

1) SYEP Goals.

a) Contractor shall provide Program Services, either over digital platforms or in-person, consistent with the goal of helping Participants achieve the following objectives:

i) Develop social skills, including communication, critical thinking, decision-making and problem-solving skills, and self-management;

ii) Learn work norms and culture;

iii) Understand career pathways and decision points, including the linkages among educational attainment, relevant experience, demonstrable skills, and career advancement;

iv) Build professional networks; and

v) Learn to manage money (e.g., budgeting, opening a bank account).

b) Contractor shall develop Project-Based Learning Experience/s for Younger Youth that:

i) Closely match Participants' interests;

ii) Provide enriching career exploration;

iii) Emphasize foundational work-readiness;

iv) Help foster youth leadership; and

v) Develop social and emotional skills.

c) Contractor shall develop Work-Based Experience/s for Older Youth that:

i) Introduce Participants to the world of work and expose Participants to career pathways and opportunities;

ii) Help build essential work-readiness skills; and

iii) Orient Participants to educational pathways that support career and life goals.

2) Project-Based Learning Experience Development for Younger Youth.

a) During the period late winter through early spring, and later as necessary, Contractor shall identify and develop a range of Project Assignments in which Participants may be placed to meet the required hours and the goals of the Project-Based Learning Experience. Contractor shall also have access to a virtual library designed by the Youth Development Institute at RAMAPO ("YDI") that will provide curricula for a range of Project-Based Learning Experiences.

b) Contractor shall arrange for twelve and one-half (12.5) hours of Project-Based Learning Experience for each Participant during each week of the Program Period, for a total of seventy-five (75) hours over the Program Period.

c) Contractor may schedule Project-Based Learning Experience/s on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance.

d) Contractor should endeavor to develop Project-Based Learning Experience/s that connect to one of the City's priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.

e) Contractor shall provide Project-Based Learning Experience/s either in-person or remotely through the use of one or more videoconferencing platforms approved by DYCD.

3) Work-Based Experience and Professional and Technical Development for Older Youth.

a) Contractor shall identify and develop a range of Work Assignments and Professional and Technical Development opportunities in which Participants may be placed to meet the required hours and the goals of the program.

b) Contractor shall arrange for Participants to fall into one of two tracks:

i) Track One: Contractor shall arrange for twenty-five (25) hours of Work Based Experience for each Participant during each week of the Program Period, for a total of one hundred fifty (150) hours over the Program Period.

ii) Track Two: Contractor shall arrange for a minimum of seventy-five (75) hours of Work-Based Experience and up to seventy-five hours (75) of Professional and Technical Development for each Participant, for a total of one hundred fifty (150) hours over the Program Period. Contractor may use discretion in developing a schedule for Work-Based Experience and Professional and Technical Development each week, as long as the schedule provides twenty-five (25) hours for each Participant during each week of the Program Period.

c) Contractor is strongly encouraged to develop Work Assignments in the Private Sector, with a goal of at least forty percent (40%).

d) Contractor may schedule Work-Based Experiences and Professional and Technical Development on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance, and complies with the permitted working hours for minors under the age of eighteen (18) set by the State Department of Labor.

e) Contractor should endeavor to develop Work Based Experiences and Professional and Technical Development that connect to one of the City's four priority recovery sectors: public health, education, support of non-profit organizations and small businesses, and democracy (including connection to public services).

4) Participant Outreach and Recruitment.

a) During the period late winter through early spring, and before the SYEP applications deadline, which shall be set each year by DYCD, Contractor shall promote application availability and engage in recruitment activities that may include, but are not limited to, posts on social media, distribution of flyers, advertising in community newspapers, presenting programs at schools and to community groups, representing SYEP at job fairs and other community events, and coordinating with appropriate agencies. Physical recruitment shall not be required where safe physical distancing cannot be achieved for Contractor staff or Participants.

b) Contractor shall promote SYEP in, and recruit prospective Participants serviced through, the CMS.

c) In order to recruit and enroll Participants, Contractor shall work collaboratively with partner agencies, including but not limited to:

i) CMS partner agencies;

ii) NYCHA, including NYCHA Offices of Resident Economic Empowerment and Sustainability;

iii) MOCJ;

iv) Mayor's Action Plan ("MAP") Partner agencies; and

v) DYCD's Cornerstone and Beacon Programs in the community.

d) Contractor is strongly encouraged to collaborate with MAP Engagement Coordinators (provided by MOCJ) and New York City Police Department (NYPD) Neighborhood Coordination Officers (NCOs) to support community engagement efforts in each MAP development. Additional community resources for recruitment and engagement can include:

i) schools;

ii) local libraries; and

iii) resident associations.

e) Contractor shall recruit a number of prospective Participants equal to or greater than the number of Participants Contractor is obligated to enroll.

f) Contractor is strongly encouraged to recruit prospective Youth with Disabilities.

g) Contractor shall recruit and serve Participants regardless of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations.

5) Participant Application, Selection, and Enrollment.

a) During the period late winter through early spring, and later as necessary, Contractor shall encourage Participants to complete applications and shall assist Participants with their applications. Contractor may accept Enrollment Documents from Participants remotely, via a digital upload portal designated by DYCD. Contractor shall maintain internet-connected computer stations at its Program Facility for youth to apply online using DYCD's online application system, where applicable. Contractor shall also distribute SYEP paper application forms, assist youth in completing their applications, and collect completed applications. All completed hard-copy applications submitted to the Contractor shall be entered by Contractor into the application management system designated by DYCD.

b) Contractor shall enroll Participants in accordance with the procedures set forth in the SYEP Manual and the following:

i) Contractor shall notify Participants by email, phone call, and/or text message of the enrollment process.

ii) Contractor shall verify that each prospective Participant has provided all documents necessary to meet the Enrollment Requirements.

iii) Contractor shall ensure that a PES is completed for each Participant, using forms provided to Contractor by DYCD ("PES Forms"), and shall maintain PES Forms as a record. Contractor shall use the PES to assess each Participants' specific interests, strengths, and needs, and to determine the Participant's Project/Work Assignment, Professional and Technical Development Assignment if applicable, and Supportive Services, where necessary.

c) Contractor shall enroll Participants in a timely manner. If Contractor is unable to enroll a Participant within a reasonable timeframe, as established by DYCD, Contractor shall notify DYCD and the referral agency, if applicable, of its inability to enroll the Participant and a replacement Participant may be selected and enrolled by Contractor.

d) Contractor shall notify DYCD in the event that a Participant enrolled by Contractor withdraws from, or otherwise discontinues participation in, SYEP. In such cases, a replacement Participant may be designated by Contractor, in which case Contractor shall enroll the replacement Participant.

e) If Contractor enrolls a replacement Participant, Contractor will only be considered to have served a single Participant.

f) Approximately thirty percent (30%) of Participants enrolled by Contractor shall be Younger Youth and seventy percent (70%) of Participants shall be Older Youth.

g) Contractor shall not charge, impose, or request, nor allow any Worksite or third party to charge, impose, or request, any fee, payment, or condition of any kind with respect to the application, participation, or employment of any Participant.

6) Work Readiness Training.

a) During the period May through June, and later as necessary, Contractor shall provide Work Readiness Training, utilizing materials developed by Hats & Ladders and/or provider-led trainings, for a minimum of four (4) hours for each Younger Youth Participant and a minimum of six (6) hours for each Older Youth Participant. Contractor may provide Work Readiness Training in a single session or spread Work Readiness Training over two separate days. Provider shall ensure that each Participant is able to access the Hats & Ladders platform, if necessary, in order to complete the self-directed portion of their orientation.

b) Work Readiness Training must be provided before the Program Period, and Contractor shall ensure that Participants understand that completion of Work Readiness Training is a prerequisite to an offer of a Project/Work Assignment, and Professional and Technical Development if applicable. Contractor shall not allow a Participant to begin a Project-Based Learning/Work-Based Experience or Professional and Technical Development until that Participant has completed Work Readiness Training.

c) Work Readiness Training shall be unpaid, meaning that Participants will not be compensated for attendance. Contractor shall ensure that Participants understand that they will receive no compensation for completing Work Readiness Training on the Hats & Ladders platform or with a provider. Additionally, Contractor shall ensure that Work Readiness Training is entirely for the benefit of Participants and that Participants do not complete any employment related work or Project-Based Learning Experience/s during Work Readiness Training.

d) Contractor shall provide Work Readiness Training to Participants either directly in person or by supporting Participants on the Hats & Ladders platform, that builds on foundational employability skills, such as:

i) Applied knowledge (e.g., written and verbal communication skills, critical thinking skills problem-solving, and effective use of technology);

ii) Interpersonal skills (e.g., teamwork and collaboration, conflict resolution, integrity, and sense of responsibility); and

iii) Workplace skills (e.g., time management, communication strategies, information, and media and technology skills).

e) Contractor is strongly encouraged to add additional career exploration activities, which would include, but need not be limited to, guest speakers from promising industries or careers, job shadowing, and field trips.

f) Work-Readiness training shall include an orientation, which shall take place close to the beginning of the Program Period. The orientation shall provide SYEP policies and procedures, and cover topics such as payment, opening bank accounts, direct deposit and payment card use, timekeeping, labor laws and rights for youth, dress code, attendance, and cell phone usage.

g) Contractor shall monitor and report Participant completion of Work Readiness Training.

h) DYCD may increase or decrease the required number of Work Readiness Training hours provided to each Participant during the Agreement term or in any renewal term.

i) Contractor shall provide all Participants with sexual harassment prevention training issued by the New York City Commission on Human Rights prior to placement at the Worksite. In the event that a Participant reports an incident of sexual harassment at a Worksite to a Worksite representative, Contractor must notify DYCD and MOCJ and must cooperate with any investigation conducted by DYCD and/or MOCJ.

7) Participant Matching and Placement.

a) During the period May through June, and later as necessary, Contractor shall place each Participant in the Project/Work Assignment, and Professional and Technical Development if applicable, that best corresponds with the Participant's needs, goals, and interests, as reflected in the Participant's PES, in order to provide the Participant with opportunities to explore career interests, acquire good work habits and develop employment-related skills. Project/Work Assignments, and Professional and Technical Development if applicable, should be appropriate for participants' age, skills, needs, interests, and employment barriers.

b) Project Assignments

i) Project Assignments should be tailored to meet the developmental needs of youth and provide them with enriching career exploration, emphasize foundational work-readiness skills, advance participants' baseline understanding of the labor market, and help build social and emotional learning skills.

ii) Project-Based Learning Experience/s should reinforce those employability skills fostered during Work-Readiness Training.

iii) Project Assignments must meet DYCD's minimum standards for Project-Based Learning Experience/s, as outlined in the SYEP Manual.

iv) Younger Youth Participants will earn a stipend during the Program Period, up to a maximum of twelve and one-half (12.5) hours per week for each week of the Program Period, for up to a total of seventy-five (75) hours over the Program Period.

v) Due to the safety risks posed by COVID-19, Project-Based Learning Experience/s may take place online, in-person, or a hybrid of both.

vi) All Participant Project Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Project Assignments. All Project-Based Learning Experiences developed by YDI will have DYCD approval.

c) Work and Professional and Technical Development Assignments

i) Work Assignments, and Professional and Technical Development Assignments if applicable, should foster skills-building, including social and emotional skills and youth leadership skills, expose youth to promising career pathways, and advance participants' baseline understanding of the labor market.

ii) Contractor shall ensure that all Work Assignments comply with applicable laws and regulations, including but not limited to child labor laws, the ADA, New York State School-Aged Child Care Regulations, and the New York State Department of Health Sanitary Code as it applies to children's camps.

iii) Contractor shall provide Participants with written job descriptions defining the tasks and standards for each of their Work Assignments, a copy of which shall be maintained as records in the Participant's file. When Work Assignments require specific proficiencies or competencies, Contractor shall ensure that Worksites provide Participants with the training necessary to acquire such skills in a structured manner that logically relates such skill development to Participant's academic and personal development. If Contractor determines that a Work Assignment will require additional training, they may develop Professional and Technical Development in partnership with the Worksite that will support the participant experience.

iv) For Participants in Track Two, Contractor shall provide Participants with a description of the Professional and Technical Development being offered including outlining skills participants will gain, number of hours expected to be spent in the training, requirements for achieving the credential or course completion and proof of completion including certificates, projects or artifacts that participants will need to submit for each of their Professional and Technical Development Assignments, a copy of which shall be maintained as records in the Participant's file.

v) Older Youth Participants will earn the minimum wage for work and/or Professional and Technical Development performed during the Program Period, up to a maximum of twenty-five (25) hours per week for each week of the Program Period, for up to a total of one hundred fifty (150) hours over the Program Period.

vi) Due to the safety risks posed by COVID-19, Work-Based Experience/s and Professional and Technical Development may take place online, in-person, or a hybrid of both.

vii) All Participant Work and Professional and Technical Development Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Work and Professional and Technical Development Assignments.

8) <u>Project-Based Learning Experience/s for Younger Youth</u>.

a) During the period July through August, Contractor shall require Project Staff to prepare, maintain, verify, and report written activity sheets for each Participant, indicating the level of project activity completion in Project-Based Learning Experience/s, for each week of the Program Period in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

b) Contractor shall solicit feedback on the value and appropriateness of Project Assignments from each Participant throughout the Program Period. Contractor shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall

include, but not be limited to, monitoring of both the Program Facility/ies and each Participant's level of participation, resolving conflicts between Participants and Project Staff, and, where necessary, replacement Project Assignments.

c) Contractor shall require Project Staff to complete evaluations of each Participant two (2) times during the Program Period, using evaluation forms supplied by DYCD.

d) Contractor shall monitor, record, verify, and report Participants' completion of the Project Assignment activities, in accordance with the standards set forth in Article III of this Scope of Work the SYEP Manual.

e) DYCD may increase or decrease the required number of Project-Based Learning Experience hours provided to each Participant during the Agreement term or in any renewal term.

f) Contractor shall administer a survey, which shall be provided by DYCD to Contractor, to Participants during the final week of the program, in order to elicit their feedback on SYEP. Contractor shall not withhold a Participant's stipend in order to ensure that the Participant completes the survey.

9) Work-Based Experience/s and Professional and Technical Development for Older Youth Participants.

a) During the period of July through August, Contractors shall require each Worksite to prepare, maintain, verify, and report timesheets for each Participant, indicating all hours worked and breaks taken by the Participant at the Worksite, either in-person, remotely, or hybrid, for each week of the Program Period. For Participants assigned to Track Two, Contractors shall also prepare, maintain, verify and report timesheets for each Participant's time spent in Professional and Technical Development for each week of the Program Period.

b) Contractor shall solicit feedback on the value and appropriateness of Work and Professional and Technical Development Assignments from each Participant throughout the Program Period. Contractor shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of both the Worksite and Participant work hours, resolving conflicts between Participants and Worksite staff, and, where necessary, replacement Work or Professional and Technical Development Assignments.

c) Contractors shall require each Worksite to complete two (2) evaluations of each Participant during the Program Period, using evaluation forms supplied by DYCD.

d) Contractor shall monitor, record, verify, and report Participants' hours worked, and spent in Professional and Technical Development where applicable, in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

e) DYCD may increase or decrease the required number of Work-Based Experience and/or Professional and Technical Development hours provided to each Participant during the Agreement term or in any renewal term.

f) Contractors shall administer a survey, which shall be provided by DYCD to Contractors, to Participants during the final week of the program in order to elicit their feedback on SYEP. Contractors shall not withhold a Participant's earnings in order to ensure that a Participant completes the survey.

10) Supportive Services.

a) Throughout the duration of the Program Services outlined above, Contractor shall provide Supportive Services as needed in accordance with Participants' PES, directly or through referral agreements with other community-based service providers and not-for-profit organizations.

b) All Supportive Services referral agreements between Contractor and other community-based service providers and not-for-profit organizations shall be in accordance with the terms of the Agreement between DYCD and Contractor.

c) Nothing contained in any such referral agreement shall impair the rights of DYCD under this Agreement.

d) Contractor shall not in any way be relieved of any responsibility under this Agreement by virtue of any referral or any such referral agreement.

e) Nothing contained in any such referral agreement, or in this Agreement, shall create any contractual relationship between DYCD and the entity with whom Contractor has entered into a referral agreement.

f) Contractor shall follow up with respect to each referral to ensure that services were received satisfactorily.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

1) Contractor shall comply with all DYCD policies, administrative procedures, and reporting requirements as set forth herein, and in accordance with the SYEP Manual. This shall include any guidance regarding safety and protocols related to COVID-19.

2) Contractor shall engage in continuous quality improvement practices and shall cooperate with DYCD or a DYCD representative to administer any surveys or evaluation studies.

3) Resources.

a) Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver Program Services, including enhanced Supportive Services where warranted, 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, including monitoring of virtual platforms;

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

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

b) Contractor shall ensure that appropriate Program Staff are trained to perform programmatic monitoring and reporting in accordance with DYCD procedures and requirements and utilize any software or other computer technology DYCD deems necessary to perform such monitoring and reporting. At a minimum, Contractor shall ensure that its Program Staff members have access to computers at the Program Facility, and with the following technological requirements:

i) An operating system comparable to Microsoft Windows 10 or greater that is still supported by Microsoft and has not reached its end of service life;

ii) A modern browser at the latest version (i.e., Chrome, Firefox, Edge, Safari);

iii) A broadband connection with good internet speed;

iv) Up-to-date antivirus software;

v) A computer system that employs hierarchical password protection to define and restrict access to specified users; and

vi) Firewall software or hardware.

c) Contractor shall comply with the following requirements in providing any Program Services to Participants remotely ("Remote Services"):

i) Contractor shall utilize one or more secure videoconferencing platforms for the provision of Remote Services. Contractor shall obtain the necessary subscriptions, licenses, and approvals for the use of such platforms. Contractor shall not infringe upon any intellectual property rights in the use of such platforms. Contractor shall be responsible for installing any software and security updates for such platforms.

ii) Contractor shall have the capacity to conduct meetings, workshops, and trainings remotely using such platforms, and ensure that its staff are properly trained to use such platforms.

iii) Contractor shall ensure accessibility of Remote Services in compliance with the Americans with Disabilities Act.

iv) Contractor shall comply with any additional DYCD guidance provided from time to time with respect to Remote Services.

4) <u>Program Facility/ies</u>.

a) Contractor shall comply with any DYCD, City, State or federal guidance provided from time to time with respect to COVID-19 Public Health Provisions.

b) Contractor shall secure and maintain Program Facility/ies that is/are of appropriate size and design to:

i) Adequately accommodate Contractor's staff and ensure that all Participants receive Program Services within the required timelines during the Program Period; and

ii) Permit safe and effective delivery of Program Services, including but not limited to Participant Outreach, Recruitment, Application, Selection and Enrollment, Work

Readiness Training, payment card distribution, Supportive Services, and SYEP administration.

c) Program Facility/ies must be accessible by public transportation.

d) Pursuant to the ADA, Program Facility/ies must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.

e) Project Assignments for Younger Youth.

i) Contractor shall recruit, identify, and develop a sufficient number of Program Facility/ies and Project Assignments to provide structured Project-Based Learning Experience environments to all Participants. All Project Staff must be able to provide a planned, well-supervised experience for Participants. All Project Assignments must be approved by DYCD; Contractor shall enter information for every Project Assignment into the project management system designated by DYCD and submit the Project Assignment for DYCD approval. Contractor may not place Participants at a Project Assignment without DYCD approval.

ii) Each Project Assignment, whether in-person, hybrid, or remote, shall maintain a Project Staff-to-Participant ratio no greater than 1:20, ample equipment and supplies, and a safe, hazard-free program environment. Each Project Assignment shall be no more than forty (40) Participants per cohort.

iii) Record Keeping. Contractor shall complete the following forms provided by DYCD:

(1) A written proposal for each Project-Based Learning Experience, which outlines the Project Staff's obligations and responsibilities related to the operation of the Project Assignment, as well as an acknowledgment of the SYEP terms and conditions; and

(2) A written agreement between the Contractor and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant's Project-Based Learning Experience ("Participant Project Referral").

iv) Nothing contained in the project proposal or Participant Project Referral shall impair DYCD's rights under this Agreement, relieve Contractor of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Project Staff or the Participant.

v) Contractor shall submit copies of all project proposals to DYCD for prior approval, and retain the same on file digitally at the Program Facility/ies for review by DYCD. Contractor shall digitally retain all copies of Participant Project Referrals on file for review by DYCD.

vi) Contractor shall provide policy and procedures guidelines and in-service orientation to all Project Staff, and ensure that each implements and maintains appropriate policies and procedures specific to SYEP Participants. Such orientation for Project Staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques. The orientation may be administered remotely.

5) Worksite/s for Older Youth.

a) Worksite/s hosting Participants either in-person or hybrid must be accessible by public transportation.

b) Pursuant to the ADA, Worksite/s must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.

c) Contractor shall recruit, identify, and develop a sufficient number of Worksites and Work Assignments to provide structured work environments to all Participants. All Worksites must be able to provide a planned, well-supervised work experience for Participants, whether in-person, remote, or hybrid. All Worksites must be approved by DYCD; Contractor shall enter information for every Worksite into the worksite management system designated by DYCD and submit the Worksite for DYCD approval. Contractor may not place Participants at a Worksite without DYCD approval.

d) Each Worksite, whether in-person, remote, or hybrid, shall maintain a Supervisor-to-Participant ratio no greater than 1:12, ample equipment and supplies, and a safe, hazard-free work environment.

e) Drug-Free Workplace. Contractor shall ensure that all Worksites comply with the Drug-Free Workplace Requirements outlined in Section 6.04(C) of the Agreement and the SYEP Manual. Contractor shall record in writing, verify, and report the Drug-Free Workplace Policy compliance of each Worksite on a form provided by DYCD ("Drug-Free Workplace Certificate") prior to commencing the Work-Based Experience thereat.

f) Record Keeping.

i) Contractor shall complete the following forms provided by DYCD:

(1) A written application from each Worksite ("Worksite Application") for each Worksite, which outlines the Worksite's obligations and responsibilities related to the operation of the Worksite, as well as an acknowledgment of the SYEP terms and conditions; and

(2) A written agreement between the Worksite and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant's Work Assignment ("Participant Worksite Referral").

ii) Nothing contained in either the Worksite Application or the Participant Worksite Referral shall impair DYCD's rights under this Agreement, relieve Contractor of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Worksite or Participant.

iii) Contractor shall submit copies of all Worksite Applications to DYCD for prior approval, and retain the same on file digitally at the Program Facility/ies for review by DYCD. Contractor shall digitally retain all copies of Participant Worksite Referrals on file for review by DYCD.

iv) Copies of all Worksite Applications and Participant Worksite Referrals shall be maintained on file at the Worksite/s.

g) Guidelines and Orientations.

i) Contractor shall provide policy and procedures guidelines and in-service orientation to each Worksite, and ensure that each implements and maintains appropriate Worksite policies and procedures specific to the employment of SYEP Participants. Such orientation for Worksite Supervisors and relevant staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques. The orientation may be administered remotely.

ii) In order to conduct orientations for all Worksites, Contractor may choose a schedule that accommodates the needs of Worksite representatives, supervisors and staff, and may conduct joint trainings with other Worksites.

h) Out of City Worksites. Contractor may secure and maintain Worksite/s at location/s outside the City only under the following circumstances and in accordance with the SYEP Manual:

i) In-person and hybrid Worksite/s must be located in New York State. Remote Worksite/s may be located outside of New York State;

ii) In-person and hybrid Worksite/s must be located within one hundred (100) miles of DYCD's business address at 2 Lafayette Street, New York, NY 10007;

iii) All Worksite/s must meet the same SYEP requirements as those located within the City; and

iv) Contractor shall arrange for safe, convenient, and free transportation to and from Worksite/s facilities outside the City for Participants at these locations.

i) Worksite Monitoring. Monitoring of Worksite by Contractor shall include the following:

i) Contractor shall visit each Worksite hosting Participants in-person or hybrid at least one (1) time before Participants begin working there, in order to ensure its suitability and readiness for SYEP. Contractor shall conduct one (1) virtual site visit to each Worksite hosting Participants remotely before Participants begin virtual work, in order to ensure its suitability and readiness for SYEP.

ii) Contractor shall visit each Worksite at least one (1) time each week during the Program Period, which shall be an onsite visit for in-person and hybrid Worksites and shall be a virtual visit for remote Worksites, to ensure that Participants are working, and that the Worksite complies with SYEP policies and procedures.

iii) Contractor shall submit a summary of each visit on the form provided by DYCD via the worksite management system designated by DYCD.

6) SYEP Participant Compensation.

a) Contractor shall ensure that the appropriate members of its staff are familiar with and trained in the Participant compensation procedures mandated by DYCD and/or the payment management system designated by DYCD ("Payment Management System"), in accordance with the SYEP Manual and the following:

i) Contractor shall require the appropriate members of its staff to attend training sessions on the payment management system and the procedures for ensuring Participants receive payment either through direct deposit or payment cards;

ii) Contractor shall cooperate with the payment provider designated by DYCD ("Payment Provider") and/or DYCD in resolving any payment issues during the Program Period;

iii) Disputes between Contractor and the Payment Provider shall be resolved in accordance with DYCD policies and procedures; and

iv) Contractor shall limit the number of staff with access to the Payment Management System to the minimum number necessary, and prohibit staff from sharing passwords for the purpose of gaining access to the Payment Management System.

b) Younger Youth. On a weekly basis during Program Services, and in compliance with the procedures, schedules, and deadlines established by DYCD, Contractor shall track Younger Youth Participants' Project-Based Learning activities based upon meeting attendance and assignment submission. Project-Based Learning participation will be weighed based upon the youth's full, partial, or non-participation in activities. Contractor will use a weighted scale to log the participant's activities in the Payment Management System. Contractor will document participant activities using electronic weekly activity sheets. Contractor must verify that each completed weekly activity sheet reflects the actual participation of the named Participant and must bear signatures of the following:

i) the named Participant;

ii) Project Staff assigned to supervise and verify the hours of participation by the Participant; and

iii) a Contractor staff member assigned to verify the Project Staff member's attestation of the hours of participation by the Participant.

c) Older Youth. On a weekly basis during Program Services, an in compliance with the procedures, schedules, and deadlines established by DYCD, Contractor shall enter the total number of hours worked or spent in Professional and Technical Development by each Older Youth Participant into the Payment Management System, based on Participants' weekly sign-in sheets/timesheets that have been independently verified by appropriate Contractor staff. Contractor must verify that the weekly timesheet reflects the actual hours worked or spent in Professional and Technical Development reflects the actual hours worked or spent in Professional and Technical Development by the named Participant and must bear the signatures of the following:

i) the named Participant;

ii) a representative of the Worksite assigned to supervise and verify the hours actually worked by the Participant; and

iii) a representative of the Contractor assigned to work with the Worksite to verify the Worksite's attestation of the hours worked.

d) Contractor shall regularly monitor for evidence of fraudulent activity or sign-in sheets/timesheets. In the event that Contractor suspects reporting to be fraudulent, Contractor must reach out to the Participant or Project Staff/Worksite, as appropriate, to

attempt to verify the hours. Disputes about activity sheet/s or sign-in sheets/timesheets shall be resolved in accordance with DYCD policies and procedures.

e) Enrollment in Direct Deposit. Contractor shall coordinate with DYCD and/or the Payment Management System to encourage Participants to enroll in direct deposit. Contractor shall foster community partnerships with banks and credit unions to provide educational workshops to Participants on financial literacy and opening a bank account.

f) Payment Cards. If, after being counseled by Provider on the option to enroll in direct deposit, Participants choose to receive a payment card, Contractor shall be responsible for distributing payment cards to each Participant. Contractor shall be liable for any loss, damage, theft, or misuse of such payment cards from the time Contractor receives their delivery to the time Contractor successfully distributes the same to the Participants. Distribution of such payment cards shall be deemed successful when the payment card is either (i) placed in the mail to the address provided by Participant or (ii) if distributed to Participant directly, actually received, and signed for, by the Participant. Contractor shall maintain a log of payment cards that have been mailed or distributed to Participants, which must be produced to DYCD upon request.

g) Contractor shall verify the payment for each pay cycle of the Program Period against the payment reports for the respective pay cycle and shall resolve discrepancies with the Payment Provider.

h) After the end of the Program Period, the Payment Provider will send an earnings statement directly to Participants. Contractor shall be responsible for responding to inquiries regarding the earnings statements, and for notifying DYCD of any disputes that cannot be resolved.

i) At the end of the calendar year, the Payment Provider will send IRS Form 1099-INT directly to Younger Youth Participants and IRS Form W-2 directly to Older Youth Participants. Contractor shall be responsible for responding to inquiries regarding IRS Form W-2, as well as for providing replacement Forms.

7) Record Keeping and Reporting.

a) Contractor shall submit all required fiscal and program reports to DYCD in accordance with DYCD procedures set forth herein and in the SYEP Manual.

b) Contractor shall respond, without undue delay, to all requests for Program-related, Facility-related, and/or Worksite-related data from DYCD.

c) Contractor shall accurately, completely, and timely transmit electronic data and reports through the program management system designated by DYCD.

d) Contractor shall keep, maintain, and submit appropriate financial records in compliance with Generally Accepted Accounting Principles and the DYCD Fiscal Manual.

e) Contractor shall make, complete, and maintain program records and written reports as required by DYCD, including, but not limited to, the following:

i) Records of fiscal, program, or statistical information in the forms as indicated by DYCD herein and in the DYCD Fiscal and SYEP Manuals;

ii) All required closeout documentation, including annual equipment inventory reports, which must be complete at a date to be determined by DYCD;

iii) Participant application and enrollment documents, including, but not limited to, Identification Documents and Residency Documents, as well as Working Documents for Older Youth;

iv) Completed PES Forms, signed and acknowledged by each Participant or the Participant's parent or guardian if Participant is aged 17 or younger;

v) Participant Project/Worksite Referrals;

vi) Worksite Applications;

vii) Weekly Participant timesheets that have been verified by Contractor and accurately reflect Younger Youth Participant completion of activities in Project-Based Learning and Older Youth Participant hours spent in Work-Based Experience, and Professional and Technical Development if applicable;

viii) Evaluations for each Participant on forms provided by DYCD to Contractor as follows;

(1) For Younger Youth Participants:

(a) Contractor shall distribute the Participant Evaluation forms to Project Staff.

(b) Contractor shall require Project Staff to complete two (2) evaluations for each Participant:

(i) The first evaluation shall be completed at the end of the third week of the Program Period; and

(ii) The second evaluation shall be completed during the final week of the Program Period.

(c) Contractor shall collect completed evaluation forms for each Participant from Project Staff.

(2) For Older Youth Participants:

(a) Contractor shall distribute the Participant Evaluation forms to each Worksite.

(b) Contractor shall require each Worksite to complete two (2) evaluations for each Participant:

(i) The first evaluation shall be completed at the end of the third week of the Program Period; and

(ii) The second evaluation shall be completed during the final week of the Program Period.

(c) Contractor shall collect completed evaluation forms for each Participant from each Worksite.

8) <u>Incident Reporting</u>.

a) Contractor shall notify DYCD of any incident of abuse by any of Contractor's administrators or Staff, both paid and volunteer. The term "abuse" here refers to any

physical, sexual, emotional, or verbal abuse, actual or suspected incidents of child abuse, or any other maltreatment of a recipient of Program Services and applies to virtual/remote occurrences. This notification must be made by telephone or email to DYCD, or a written report submitted through the DYCD Evaluation and Monitoring System ("DYCD Connect"), as soon as possible, but no later than twenty-four (24) hours after discovery of the above, followed by a report submitted through DYCD Connect, if necessary, within three (3) days of such incident. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Register of Child Abuse and Maltreatment.

b) Contractor shall notify DYCD of any incident involving injury, abuse, endangerment, illness, illegal behavior or property destruction, related to or stemming from Contractor's activities and obligations under the Agreement and applies to virtual/remote occurrences. Injuries or incidents involving the police, fire department or an ambulance, or inappropriate conduct on the part of Contractor staff, must be reported to DYCD by email as soon as possible, but no later than twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident. All other incidents shall be reported to DYCD within twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident.

c) If Contractor is enrolled in the Central Insurance Plan ("CIP"), then, in addition to the above, Contractor shall also adhere to Section 8.03 of the Agreement.

9) Meetings and Trainings. Contractor shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD, which may be virtual. Contractor shall ensure that staff required to attend by DYCD and/or whose role is relevant to the subject area are in attendance for the duration of the orientation, training session, or meeting. DYCD reserves the right to monitor attendance and consider attendance as a factor in performance reviews.

10) Marketing and Materials.

a) Co-Branding/Marketing.

i) Contractor shall conduct SYEP marketing and outreach in accordance with this Scope of Work and DYCD's "Co-Branding/Marketing Guidelines," which are posted on DYCD Connect, in order to promote and publicize SYEP. The guidelines include, but are not limited to, the following requirements:

(1) To include DYCD's logo and the "Summer Youth Employment Program" or "SYEP" language in all Program-related signage, publications, print materials, communications, and advertisements, whether physical or digital.

(2) To post a 311 sign in its Program Facility/ies naming "New York City Department of Youth and Community Development" or "DYCD" as the agency that funds the program services and lists the City's hotline for government information and non-emergency services. The Contractor may also include its own name and/or logo in such materials. This notice shall also be made available electronically.

(3) To co-brand DYCD in all posts shared on social media. Co-branding is defined as tagging @NYCYouth and, where space allows, using the hashtags #WorkforceConnect, #DYCD, and/or #NYCSYEP.

(4) To cooperate with DYCD's marketing and outreach efforts to promote and publicize DYCD-funded services.

ii) Notwithstanding anything to the contrary contained herein, the Contractor shall not be obligated to develop or produce marketing materials for SYEP.

b) Approval of Marketing and Materials. All marketing activities of Contractor or its staff, subcontractors, or designees, and all marketing materials produced and distributed by any of the same in connection with SYEP shall be subject to the approval of DYCD, which shall not be unreasonably withheld, conditioned, or delayed.

11) Social Media Policy. Contractor shall adopt an appropriate social media policy that conforms to the requirements in Social Media Policy for DYCD Providers (found at http://www1.nyc.gov/assets/dycd/downloads/pdf/DYCD_Provider_Social_Media_Policy.pdf) to guide social media communications between Staff and Participants.

ARTICLE IV – STAFFING REQUIREMENTS

1) Staff Screening and Hiring. Contractor shall recruit, screen, hire, train, and supervise appropriately qualified staff to provide Program Services, in accordance with the following:

a) Contractor shall screen the backgrounds of all prospective staff members before hiring or retaining the same, and shall require that all Worksites screen the backgrounds of all of their prospective SYEP staff members, whether paid or unpaid, before hiring or retaining such prospective SYEP staff members, as follows:

i) 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; Section 6.04 of the Agreement, Recruitment and Hiring of Staff; and applicable law and regulations, and with particular concern regarding the following offenses:

(1) sexual misconduct, especially involving minors;

(2) violent or assaultive behavior directed against persons or property which caused serious injury or damage;

(3) theft of public property;

(4) bribe receiving or offering;

(5) possession or use of lethal weapons of any kind; and

(6) 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 Participants or other personnel.

ii) Employment history, including verification of same through direct contact by the Contractor with former employers;

(1) Employment eligibility, including, where appropriate, verification of educational credentials and certification status;

(2) Military service, including, where appropriate, verification of discharge status; and

(3) Any other relevant information related to character, conduct, or background.

b) Before hiring or retaining any prospective Staff member with 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 the prospective Staff person and if requested by DYCD, share with DYCD Contractor's rationale for moving forward with employment.

c) Contractor shall retain records evidencing background checks for all Staff on file and shall produce such records to DYCD upon request.

d) Contractor shall require its Staff members, including Project Staff ("Contractor Staff"), and Worksite Supervisors to report any arrest or criminal conviction to Contractor as soon as possible.

e) Upon receiving notice of any criminal conviction of a Contractor Staff member or Worksite Supervisor, the Contractor shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after receipt of such notice.

f) Upon receiving notice of any arrest of a Contractor Staff member or Worksite Supervisor, Contractor shall assess whether:

i) the Contractor Staff member's presence at the Facility, or in a virtual platform, poses a threat to Participants, before allowing such Staff member to return to the Facility or virtual platform where Participants are present. If it is determined that the presence of such Contractor Staff member at the Facility or virtual platform poses a threat to Participants, such Contractor Staff member shall be barred from the Facility pending resolution of the criminal matter. Contractor shall ensure that any vacancy resulting from the barring of such Contractor Staff member is promptly filled with another appropriately qualified person, subject to all applicable provisions of this Article IV; or

ii) the Worksite Supervisor's presence at the Worksite, or in a virtual platform, poses a threat to Participants, before allowing Participants to return to the Worksite, whether in-person or in a virtual platform. If it is determined that the presence of such Worksite Supervisor at the Worksite poses a threat to Participants, Contractor will be required to re-assign Participants to an alternative Worksite, either in-person or in a virtual platform, pending resolution of the criminal matter.

iii) If Contractor's assessment results in a decision to re-assign Contractor Staff member/s or Participant/s, Contractor shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after such determination.

2) Fingerprinting. Contractor shall ensure that all Staff, including volunteers and co-located staff and volunteers, except youth seventeen (17) or younger and still attending school, with the potential for regular and substantial contact with Participants under the age of eighteen (18), including via virtual platforms, undergo background checks, including but not limited to fingerprinting, state and federal criminal history check and review in accordance with applicable law, child abuse and person with special needs registry check and sex offender registry check. Further, Contractor shall fingerprint all program staff members in programs serving youth under the age of eighteen (18) if directed to do so by DYCD.

3) Personnel Manual. Contractor shall provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement of receipt of the same, to be kept in the individual's personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.

4) Staffing Levels. Contractors shall ensure that its staffing level remains sufficient to administer SYEP and provide Program Services outlined in this Scope of Work throughout the applicable term.