
Request for Proposals

INTEGRATING SUBSTANCE USE HARM REDUCTION INTO OUTREACH TO PEOPLE EXPERIENCING HOMELESSNESS (IHARP)

Date Issued: ~~MAY 2, 2023~~

Amended: **May 26, 2023**

Submission Due Date: June 5, 2023

Please note that changes to the RFP are indicated by the following formatting:

- All deleted language will be marked with a ~~striketrough~~.
- All new language will be in **red bold-faced type**.
- **All changes have been highlighted.**

RELEASED BY:



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Contents

	Page
SECTION I: OVERVIEW	
Agency Overview.....	4
Funding Opportunity.....	4
RFP Timetable.....	5
Applicant Eligibility.....	5
Anticipated Funding.....	6
Funding Term and Payment Structure.....	6
RFP Inquiries, Written Questions and Answers.....	7
Applicants’ Conference.....	7
Submission Instructions.....	8
Addenda to the RFP.....	8
SECTION II: SCOPE OF SERVICES	
Background and Need.....	9
Project Scope of Work.....	9
Timeline and Activities.....	11
Use of Funds.....	8
Data Collection and Evaluation.....	13
Racial Equity, Language Access, and Cultural Responsiveness.....	14
SECTION III: FORMAT AND CONTENT OF THE PROPOSAL	
Proposal Format Requirements.....	15
Proposal Content/Application Instructions.....	15
Proposal Package Contents.....	20
Proposal Submission Instructions.....	20
SECTION IV: EVALUATION AND AWARD PROCEDURES	
Proposal Evaluation Criteria.....	21
Selection Process.....	14
Award Process.....	21
SECTION V: RFP AND CONTRACT TERMS.....	22
SECTION VI: ATTACHMENTS.....	23

Acronyms & Glossary

The following is a list of acronyms specific to this RFP.

Bureau of Alcohol and Drug Use - Prevention, Care, and Treatment (BADUPCT)

New York City Department of Health and Mental Hygiene (NYC DOHMH)

New York City Department of Homeless Services (NYC DHS)

Fund for Public Health in New York City (FPHNYC)

Fiscal Year (FY)

Integrating Substance Use Harm Reduction into Outreach to People Experiencing Homelessness (IHARP)

Lesbian, Gay, Bisexual, Transgender, Queer (or Questioning), Intersex, and Asexual (or Allies) (LGBTQIA+)

Medications for Opioid Use Disorder (MOUD)

Opioid Use Disorder (OUD)

People Experiencing Homelessness (PEH)

People Who Use Drugs (PWUD)

Request for Proposals (RFP)

Substance Use Disorders (SUD)

Technical Assistance (TA)

Section I: Overview

1. Agency Overview

The Fund for Public Health in New York City (FPHNYC) was created in 2002 as an independent nonprofit organization with the purpose of connecting the New York City (NYC) Department of Health and Mental Hygiene's (DOHMH) to private sector partners and the greater philanthropic community. These partnerships enable innovation that make our city healthier and safer for all.

The Fund will serve as the fiscal administrator for this contract opportunity.

The Bureau of Alcohol and Drug Use Prevention, Care, and Treatment (BADUPCT) within the NYC DOHMH works to close gaps and reduce overall morbidity and mortality related to alcohol and substance use among New Yorkers. BADUPCT develops, implements, and evaluates interventions and prevention strategies through contracting of treatment, recovery, and support services; policy analysis and development; epidemiology and surveillance; dissemination of treatment and management guidelines; harm reduction initiatives; public and provider outreach and education; and community involvement and interagency collaboration. The Bureau amplifies the voices of those most impacted and focuses on inequitable structural, social, service, and communication factors that drive disparities.

2. Funding Opportunity

FPHNYC and DOHMH announce the opportunity for organizations in NYC currently conducting outreach to people experiencing homelessness (PEH) to participate in a capacity-building collaborative aimed at expanding the provision of essential supports, resources, and services to people who use drugs (PWUD) during outreach. The objective of the project is to improve the capacity of non-profit organizations that serve PEH who use drugs to integrate a comprehensive harm reduction approach. Contracted organizations will receive funding, technical assistance (TA), and training to achieve a set of benchmarks focused on increasing their capacity to engage with people who use drugs (PWUD) more effectively, with the goal of reducing drug-related harms and adopting a person-centered approach to engagement and care.

It is expected that selected contractors will demonstrate the following:

- A. Selected contractors must have sufficient baseline capacity to achieve IHARP benchmarks. This includes:
 - a. Staffing capacity to complete project requirements; willingness/commitment to blocking off time for staff to attend all trainings and meetings; capacity to collect required data; willingness modify/update outreach protocols to accommodate IHARP requirements and meet IHARP benchmarks; and resources, interest, commitment, and ability to prepare for, implement, and track benchmark achievement.
- B. Selected contractors must demonstrate a need for funding, training, and technical assistance, as well as a commitment to positive change in their organization and in providing PEH who use drugs with appropriate, comprehensive, harm reduction-oriented, and person-centered care, through participation in IHARP.
- C. Selected contractors must agree to comply with all DOHMH data collection and reporting requirements as specified in the "Data Collection and Evaluation" section below (pages 10-12).

This may include adapting existing data collection systems to accommodate IHARP evaluation needs.

- D. Selected contractors must have demonstrated success in integrating racial equity and social justice principles into its organization’s vision and mission. In addition, applicants must have demonstrated success in reducing racial disparities in the workplace, among staff and within service delivery practices.

3. RFP Timetable

The following timeline outlines key events related to the RFP process. FPHNYC reserves the right to revise the schedule as necessary. Any amendments to the RFP, including this timeline, will be posted on FPHNYC’s website (<https://fphnyc.org/get-involved/requests-proposals/>). Applicants are responsible for monitoring FPHNYC’s website (www.fphnyc.org) for any changes prior to the submittal deadline.

Request for Proposals (RFP) Release	May 2, 2023
Applicants’ Conference (Q&A about RFP, application process, & information about IHARP)	May 18, 2023, 11:00 a.m. – 12:00 p.m. ET
Deadline for Submission of Written Questions	May 19, 2023 at 11:59 p.m. ET
Q&A Posted	May 23, 2023 May 24, 2023
Deadline for Receipt of Proposals	June 5, 2023 at 11:59 p.m. ET
Expected Notice of Award	On or about June 27, 2023
Expected Project Start Date	July 1, 2023
Deadline for Final Project Activity	June 30, 2025

4. Applicant Eligibility Criteria

To be eligible, the applicant organization must meet the following requirements:

- A. Applicants must be a 501(c)(3) nonprofit organization with proof of tax-exempt status. Eligible institutions include but are not limited to community-based organizations, faith-based organizations, and community health centers.
- B. Applicants must currently provide services within New York City and for all aspects of service required herein.
- C. Applicants must currently conduct outreach to PEH, which can include individuals residing in NYC DSS-DHS homeless shelters or in temporary housing, individuals deemed to be experiencing unsheltered homelessness (sometimes described as “street homelessness”), as well as individuals without a fixed address.

Preferred qualifications:

- A. Applicants that currently provide services in geographical areas of NYC with high rates of drug overdose and substance use-related concerns, as determined by the most recent NYC overdose mortality data, available [here](#).
- B. Applicants that currently provide services to marginalized populations of PEH (e.g., people of color, women, people who are pregnant, youth, people with disabilities, people involved in sex work, people who identify as LGBTQIA+).
- C. Applicants that currently utilize participatory/collaborative strategies for engaging people with lived experience of homelessness and/or substance use in their work, including:
 - i. People with lived experience of homelessness and/or substance use represented in workforce
 - ii. Peer-based/peer-led models for outreach and engagement
 - iii. Regular assessments (e.g., questionnaires) conducted with participants to assess their needs and experiences with service delivery
 - iv. People with lived experience of homelessness and/or substance use represented on leadership team/board of directors
 - v. Participant engagement in the development of new protocols, policies, and/or practices
- D. Applicants that currently meet a minimum of two (2) yet no more than eight (8) IHARP benchmarks (as listed on pages 6-7), as this indicates that the organization already has sufficient baseline capacity for providing services to PWUD, while also having multiple benchmarks to work towards achieving.

5. Funding Overview and Contract Term

Three (3) awards of up to \$200,000 each (a maximum of \$100,000 per year) are available. Contracts will be awarded for an initial term of one year that will run from the date of contract execution, expected to be 7/1/2023, through 6/30/2024. Contracts may be renewed for up to one (1) additional one-year period (7/1/2024-6/30/2025). Renewal is dependent upon satisfactory performance and continued funding.

Funding for this initiative will be administered through the Fund for Public Health in New York City (FPHNYC). The selected contractors will enter into a fixed-price contract with FPHNYC to complete the services specified below. FPHNYC will pay each selected contractor in exchange for completion of the assigned scope of work and accepted deliverables.

6. Applicants' Conference

A virtual information session will be held on Thursday, May 18, 2023, 11:00 a.m.—12:00 p.m., for those interested in applying. While participation in the Applicants' Conference is not mandatory, it is recommended that applicants utilize this opportunity to ask questions related to the RFP. Additionally, questions submitted via email prior to the webinar will be discussed. Participants will have the option to join by computer and/or by telephone.

Meeting link: <https://us02web.zoom.us/j/5444618997>

The webinar will be recorded and posted on FPHNYC's website within 48 hours.

7. RFP Inquiries, Written Questions and Answers

Questions and requests for clarification about this RFP must be submitted via email to procurement@fphnyc.org with the subject line "IHARP". All such questions and inquiries must be received on Friday, May, 19, 2023 by 11:59 p.m. ET. Any questions received after the deadline will not be answered.

Applicants are advised that no other contact related to this RFP is permitted with staff of FPHNYC or DOHMH.

The Q&A will be posted at: <https://www.fphnyc.org/get-involved/rfps/>.

8. Application Assistance

Free application assistance, or technical assistance, is available to support organizations in applying to this RFP. The main purpose of this opportunity is to eliminate linguistic, cultural, and other barriers that might prevent organizations from seeking government funding.

The Technical Assistance (TA) Consultant can:

- Assist in determining appropriate fit between your proposal and this funding opportunity.
- Provide guidance on how best to answer questions.
- Support your application development, including editing and budget review.

Each applicant is eligible to receive an initial 45-minute virtual consultation, along with follow-up services (e.g., second consultation, review of written grant proposal sections), for a maximum of four hours of consultation services. Organizations wishing to access application assistance should email the IHARP TA Consultant at kellyhealthnyc@gmail.com as soon as possible to schedule an initial virtual consultation.

Please note that all assistance will be kept confidential. The NYC DOHMH review panel responsible for scoring applications will not know which organizations received services.

89. Submission Instructions

The deadline for submission is Monday, June 5, 2023 by 11:59 p.m. ET. Proposals must be submitted via email to procurement@fphnyc.org with the subject line "IHARP." A complete proposal will consist of all documents listed in the Proposal Checklist in Section III.D. of the RFP (page 19). Applicants should follow the proposal instructions in Section III: Completing the Proposal (page 14).

Responses received after the deadline may be disqualified from funding consideration. It is the responsibility of the submitting organization to ensure delivery of the application to the above email address by the submission deadline. A confirmation email will be sent within 48 hours of receipt of the application.

910. Addenda to the RFP

If necessary, FPHNYC will issue addenda to amend conditions or requirements relating to the RFP. Any addenda to the RFP will be posted on the FPHNYC website: <https://www.fphnyc.org/get-involved/rfps/>. Applicants are encouraged to check the website prior to submitting their final proposal and stay informed throughout the procurement process.

Section II: Scope of Services

1. Background and Need

There is a high prevalence of overdose mortality, including from opioid overdoses, among people experiencing homelessness (PEH). In New York City, drug overdose continues to be a leading cause of death among PEH. Potential risk has been exacerbated by the COVID-19 emergency, including from disruptions to support systems and additional barriers to engaging people into substance use harm reduction services and treatment.

Substance use-related harms and overdose deaths are preventable. A critical strategy to addressing the overdose crisis is expanding access to substance use-related information, resources, supports, and services to people who use drugs (PWUD) who are also experiencing homelessness. This includes access to overdose risk reduction messaging, naloxone, Syringe Service Programs, Overdose Prevention Centers, medication treatment for substance use disorders, and wrap-around services. In line with this strategy, the objective of IHARP is to improve the capacity of organizations serving people experiencing homelessness to engage PWUD more effectively with the goal of reducing drug-related harms and adopting a person-centered approach to engagement and care. Awarded organizations will receive funding, technical assistance, and training to build their capacity and ability to provide the most essential supports, resources, and services to PWUD. Ultimately, IHARP is expected to contribute to a reduction in drug-related harms among PEH in NYC.

2. Project Scope of Work

Selected Contractors will actively participate in a 24-month capacity-building collaborative through which they will receive funding, training, and technical assistance to support achievement of a set of benchmarks focused on increasing their capacity to provide the most essential supports, resources, and services to PWUD during outreach encounters:

Benchmark Set 1	
<p><u>Description:</u> the first set of IHARP benchmarks focuses on information and resources outreach staff will provide, where geographically available and when applicable, during initial outreach encounter to any participant who indicates they use drugs (*note that some resources must also be provided upon repeated engagements)</p>	1. Provide overdose risk reduction messaging and safer drug use tips
	2. Train participants in the use of and dispense fentanyl test strips
	3. Train participants in the use of and dispense naloxone
	4. Discuss options for and connect to drug-checking services in NYC
	5. Offer individualized overdose safety planning
	6. Discuss and connect to Syringe Service Programs (SSPs) for relevant services
	7. Refer to a geographically convenient SSP or Second-Tier Syringe Exchange Program (STSEP) for safer drug use supplies (e.g., sterile smoking and injection equipment)
	8. Provide resources for syringe disposal
	9. Discuss and connect to Overdose Prevention Centers (OPCs)
Benchmark Set 2	

<p><u>Description:</u> The second set of IHARP benchmarks focuses on information and resources to be provided by outreach staff whenever a participant mentions a relevant need during an engagement encounter.</p>	<p>1. Provide relevant connections/referrals to treatment for opioid use disorder and/or alcohol use disorder</p>
	<p>2. Provide support, resources, connections around other primary/specialty care needs that overlap with substance use (e.g., Hep C testing and care, HIV/AIDS care, withdrawal management, wound care)</p>
	<p>3. Provide connections to mental health services</p>

The timeline below provides a summary of the required activities and deliverables that selected Contractors will be expected to complete during each phase of the project. The baseline and training phases focus on building organizational capacity and preparation for benchmark achievement. The implementation phase focuses on executing benchmarks, and the sustainability phase focuses on building mechanisms for sustained implementation beyond the grant period.

Please see the Deliverable and Payment Schedule for Year 1 posted here for a breakdown of key activities and deliverables by date.

Baseline Phase (7/1/2023 to 9/30/2023)

- Contractors’ administrative staff and IHARP Champion attend project kickoff and planning meetings with DOHMH
- Organizations identify staff members who will fulfill each of the IHARP roles
- Contractors’ administrative staff and IHARP Champion coordinate with DOHMH to schedule participation in the IHARP training series and other activities for participating staff
- Contractors share current outreach protocols and practices to DOHMH for DOHMH review and feedback
- Contractors collect and send DOHMH baseline data on content and outcomes of outreach encounters (e.g., topics discussed with participants, naloxone distribution, connections to substance use treatment). DOHMH will provide templates for collecting and submitting baseline data.
 - These data will be reviewed by DOHMH to better understand existing outreach practices, data collection systems, and participant needs, in order to provide appropriate and targeted technical assistance to prepare for the IHARP implementation phase.
- With DOHMH feedback and support, Contractors concretize details of technical assistance needs and planned spending of the IHARP budget to achieve all IHARP benchmarks.
 - For example, Contractors identify whether they need to build connections with external partners for referrals to substance use services, purchase fentanyl test strips, print out educational materials for participants, etc.
 - Note that each Contractor’s RFP application will be used as a basis for this final technical assistance and budget plan.
- Contractors assess language access and cultural and linguistic equity gaps in their current practices and plan to address these gaps during IHARP implementation phase.
 - As an example, if Contractor does not have staff available to provide services in the primary language of a participant, then over-the-phone interpretation services should be made available. These services may be accessed through a vendor of over-the-phone interpretation services.

- Contractors respond to DOHMH presentation of finalized data collection and evaluation plan during a Baseline Phase Check-in Meeting.

Training Phase (8/1/2023 to 11/30/2023)

- DOHMH provides training and technical assistance to prepare each Contractor to achieve all benchmarks (see sections on “Training” and “Technical Assistance” below on pages 12-13). All IHARP staff, except for IHARP administrative staff with no programmatic responsibilities, will attend and complete the entirety of the IHARP training curriculum (see “Baseline phase” above). Appropriate staff will participate in relevant technical assistance activities, including the Learning Community meetings.
- In order to prepare for the implementation phase, with DOHMH support, Contractors will also:
 - Develop warm handoff referral lists for connections to services pertaining to achieving IHARP benchmarks
 - Prepare educational materials to be distributed to participants during outreach encounters
 - Develop written workflows for incorporating all IHARP benchmarks and relevant training into standard practice
 - Contractors will have some latitude in deciding how to incorporate IHARP benchmarks into their existing engagement practices and protocols. For example, achieving IHARP benchmarks during outreach encounters may be added to existing responsibilities for all outreach staff and incorporated into usual practices around engagement, navigation, and follow up. With DOHMH support, Contractors will ensure that IHARP staff are prepared to implement all new IHARP protocols and workflows. To this end, DOHMH will meet with IHARP staff to determine readiness to implement IHARP protocols.
 - Outreach staff should incorporate all IHARP benchmarks into each initial encounter with any participant engaged after the launch of IHARP implementation (even if that participant is not new to outreach staff). Certain benchmarks should also be incorporated into future encounters in the case of repeated engagements with participants (including re-offering naloxone and fentanyl test strips), but organizations can elect how to incorporate other benchmarks in the case of repeated engagements. For example, DOHMH recommends that all participants are re-assessed for interest in being connected to appropriate substance use treatment during repeated engagements, but organizations can determine if it is feasible for their staff to do so.
 - Purchase supplies needed for the start of the implementation phase
 - Attend Training Phase Check-in Meetings

Implementation Phase (12/1/2023 to 6/30/2025)

- Contractors’ staff operationalize IHARP workflows, completing IHARP steps during outreach encounters with people who use drugs (i.e., providing appropriate information, resources, and connections to services as outlined in the IHARP benchmarks in “Project Scope of Work” section above), with ongoing technical assistance and continuing education trainings from DOHMH.
- Contractors’ staff attend DOHMH-facilitated quarterly Learning Community meetings (see “Technical Assistance” section, page 13, below)

- Contractors' staff collect data on participant demographics, engagement encounters, and services provided, enter collected data into a data reporting and management system (agreed upon collaboratively with DOHMH), and submit monthly de-identified data reports to DOHMH
- Contractors submit monthly narrative reports that provide updates on progress, including accomplishments, lessons learned, and barriers to program delivery.
- Contractors participate in DOHMH-led evaluation activities.
- Contractors participate in Year 1 and Year 2 Implementation Phase Check-in Meetings
- Contractors submit use of funds report at the end of each contract year.

Sustainability Phase (5/1/2025 to 6/30/2025)

- Contractors develop written plans to sustain achievement of IHARP benchmarks beyond the end of the grant period.
 - Plans can include continued utilization of recorded or asynchronous training curriculum (at onboarding for new staff, and refresher training for existing staff), integration of IHARP protocols into long-term standard practices, continued commitment of IHARP Champion to support ongoing implementation of IHARP protocols.

3. Project Expectations and Requirements

Racial Equity, Language Access, and Cultural Responsiveness

To protect and promote the health of all New Yorkers, the New York City Department of Health and Mental Hygiene (DOHMH) engages in candid conversations and projects that strive to eliminate health inequities and promote racial equity and social justice within DOHMH, contracted agencies and programs, and within the City of New York at large. DOHMH strongly encourages its partners to consider the impact of structural, institutional, interpersonal, and internalized racism on the experiences of their staff as well as the individuals and communities they serve. DOHMH also strongly encourages partners to provide services that are culturally and linguistically appropriate to their participants and communities served, inclusive of cultural backgrounds, sexual orientations, and gender expressions and identities. As part of this effort, selected organizations will be asked to incorporate racial justice principles at every stage of the IHARP project.

Key Personnel

Contractors will identify key staff to participate in IHARP in the roles described below:

- **IHARP outreach staff** are designated staff who conduct outreach to people experiencing homelessness (including PWUD) and who will participate in the IHARP project. IHARP outreach staff will participate in all training and TA activities, including Learning Community meetings, carry out protocols incorporating IHARP benchmarks, thereby providing essential information, resources, and services to PEH who use drugs.
- **IHARP administrative staff** are designated staff who coordinate, oversee, lead, or manage the administration of homeless outreach services and will participate in the IHARP project. IHARP administrative staff will participate in meetings with DOHMH, support deliverables submission and invoicing process, and other operational/oversight activities identified by the Contractor for program operations. All administrative staff will be required to complete at least some training content. Administrative staff with any programmatic responsibilities will be required to complete the full training curriculum.
- The **IHARP Champion** is a staff member who has hands-on experience with outreach protocols and is in regular close contact with IHARP outreach staff (for example, can be a staff member whose primary responsibilities relate to program management, leadership, administration, or

outreach). The Champion is committed to participating in all IHARP project activities including training and is responsible for the following throughout the entire grant period:

- Serving as the main point of contact for communication with FPHNYC and DOHMH
- Attending IHARP meetings
- Liaising with outreach teams to identify and address (with DOHMH support) programmatic challenges
- Notifying DOHMH of any programmatic challenges
- Overseeing and submitting deliverables
- Facilitating discussions with outreach staff during quarterly Learning Community meetings
- Promoting the initiative within the organization including by:
 - Leading implementation of IHARP benchmarks and integrating training content within organization
 - Engaging IHARP staff in relevant discussions about IHARP implementation
- **IHARP Opinion Leader(s) (*optional*)** are individuals designated as trusted influencers within the organization who will support the initiative and promote its implementation within the organization. Contractors can choose to designate one IHARP outreach staff member, one IHARP administrative staff member, or one of each for this role. Opinion Leaders will participate in Learning Community meetings and periodically engage with DOHMH and organization’s staff for support and brainstorming around IHARP.

The table below contains a summary of IHARP roles, and the level of participation required for each.

	IHARP Outreach Staff	IHARP Administrative Staff without programmatic responsibilities	IHARP Administrative Staff with some programmatic responsibilities	IHARP Champion	IHARP Opinion Leader(s)
Training curriculum	Full completion required	Completion of shortened version required	Full completion required	Full completion required	Full completion required
Learning Community Meetings	Participation required	Participation not expected	Participation optional	Participation and some facilitation required	Participation required
Other TA activities	Participation required as relevant	Participation required as relevant	Participation required as relevant	Participation required as relevant	Participation required as relevant
Operational/Administrative activities, including meetings	Participation not expected	Participation required	Participation required	Participation required	Participation not expected
Deliverable submission	N/A	N/A	N/A	Point person for deliverable submission	N/A

Data Collection and Evaluation

Contractors will be required to engage in the following IHARP data collection activities:

- Assessing participation in and outcomes of IHARP training series
 - a. **Directly associated with a deliverable:** Organizations will keep attendance/completion logs for all IHARP trainings; DOHMH will track organization staff member attendance based on these attendance logs.
 - b. **Directly associated with a deliverable:** Organization staff members participating in IHARP training series will complete pre- and post-training surveys about understanding, confidence in operationalizing, and perceived utility of training content. DOHMH will develop surveys and will send via email for organization staff members to complete. Completed surveys will also be used to confirm completion of trainings.
 - c. **Additional data collected by DOHMH:** DOHMH will assess level of engagement and participation during asynchronous trainings (via online modules) and synchronous (live) trainings (e.g., through written responses during asynchronous e-learning series, active participation in live trainings).
- Assessing preparation of organization staff members for implementation phase
 - d. **Directly associated with a deliverable:** Organization staff members will participate in meetings with DOHMH to discuss preparation and readiness for implementation phase. During these meetings, DOHMH will take notes on discussion to assess preparation.
 - e. **Directly associated with a deliverable:** Organization staff members will submit proof of purchase of IHARP-related supplies, as outlined in organization's IHARP budget
 - f. **Directly associated with a deliverable:** Organization staff members will submit revised outreach protocols with changes/additions made based on IHARP training and technical assistance received during training phase. The revised protocols will be developed in collaboration with DOHMH. DOHMH will review the protocols for the inclusion of IHARP benchmarks.
 - g. **Directly associated with a deliverable:** Organization staff members will submit referral lists for connections to services for meeting IHARP benchmarks, developed in collaboration with DOHMH. DOHMH will review the referral lists and make suggestions for additions.
 - h. **Additional materials collected by DOHMH:** If applicable, Contractor will submit any materials/documents that they created in collaboration with DOHMH to be distributed to participants during outreach.
- Assessing implementation of IHARP protocols during implementation phase
 - i. **Directly associated with a deliverable:** A few months into the implementation phase, DOHMH will consult with Contractors to ensure that all IHARP outreach staff members are implementing IHARP workflows as planned. Contractors will be required to confirm that protocols are being implemented and describe to DOHMH how this is being determined, e.g., by reviewing data collected by outreach staff, shadowing outreach staff, or any other method described by the Contractor.
- Assessing experiences with IHARP and its processes
 - j. **Directly associated with a deliverable:** Contractor's IHARP staff members will engage in annual programmatic meetings with DOHMH to discuss successes and challenges of the IHARP initiative, among other topics related to IHARP processes. DOHMH will take notes during meetings to summarize experiences described by Contractor's staff members; notes will be shared back with Contractors for them to confirm accuracy of meeting summary.

- Assessing outcomes of outreach and engagement encounters during implementation phase
 - k. **Directly associated with a deliverable:** Contractor’s outreach staff members will be responsible for collecting IHARP outreach data using a checklist (DOHMH will provide a template for checklist) that logs participant demographics (race, ethnicity, age, gender identity, sexual orientation, health insurance status), engagement in conversations about IHARP benchmarks, needs mentioned by participants, participant interest in a resource or service, linkages to resources and services, and supplies distributed.
 - i. The above-mentioned data will be collected for every initial outreach encounter with a participant. A more restricted set of data will be collected at each repeated encounter with a participant (as per the "Training Phase" above, Contractors will have some discretion in deciding which benchmarks to implement during repeated encounters; this will influence the data collected during repeated engagements).
 1. If outreach staff complete checklists on paper forms, data will need to later be transferred into an electronic form/database. DOHMH will provide training around data collection and data entry tools.
 - ii. Contractors will submit de-identified participant-level outreach data from the aforementioned checklist to DOHMH on a monthly basis.

Data collected as part of IHARP will be used for evaluation purposes to accomplish the following: improve IHARP project during the grant period, understand impacts, successes, and challenges upon project completion, and shape future programmatic work within DOHMH. Finalized data analyses and reports produced as part of IHARP will be shared with IHARP Contractors after project completion. De-identified data may be used by DOHMH in future presentations and publications.

4. DOHMH Support

DOHMH staff will serve as a resource to selected organizations, ensuring achievement of IHARP benchmarks by providing the following areas of support:

Training

DOHMH will provide initial training and periodic enhancement trainings to relevant Contractor’s staff members (full training completion required for IHARP outreach staff members, administrative staff members that have any programmatic responsibilities, Champion, and Opinion Leader(s)) to provide knowledge and skills to allow for the achievement of IHARP benchmarks. Training will consist of a combination of an asynchronous learning module series, live discussions, and refresher trainings as needed. Content will cover:

- Current drug and overdose mortality trends in NYC (including drug categories, with a focus on opioids, non-pharmaceutical fentanyl, and xylazine)
- Stigma and the importance of using destigmatizing language
- Substance use-related harm reduction and harm reduction tools
 - Harm reduction approach
 - Harm reduction tools and resources
 - Overdose risk reduction messaging and safer use tips
 - Overdose education and response (naloxone training of dispensers)
 - Overdose safety planning
 - Overdose Prevention Centers (OPCs)
 - Fentanyl test strips (training of dispensers)
 - Syringe Service Programs (SSPs)
 - Drug-checking services

- Syringe disposal
- Substance use disorders and evidence-based treatment options
- Primary/specialty care needs that overlap with substance use (e.g., Hep C care, HIV/AIDS care, withdrawal management, wound care)
- Best practices for eliciting conversations about substance use and assessing participants' needs during outreach
- Engagement and communication strategies for engaging with PWUD
- Trauma-informed approaches to care
- Motivational interviewing techniques
- Burnout and self-care
- Benchmark-specific protocols (e.g., specific resources staff should offer in response to participant mentioning specific need(s))

Staff members participating in IHARP will be required to attend all live training events, as well as complete asynchronous modules. The estimated amount of training time is 10 to 12 hours per staff member during the first five months of the project period. Continuing education trainings (estimated amount 6 to 8 hours per staff member) will be conducted during the implementation phase. The estimated number of training hours is subject to change.

Technical Assistance

DOHMH will provide technical assistance (TA) for IHARP planning, implementation, and ongoing support as needed. TA activities will focus on assisting Contractors in meeting benchmarks. TA activities will include but not be limited to:

- Quarterly Learning Community meetings
 - Relevant staff from all participating organizations (IHARP outreach staff members, Champion, and Opinion Leader(s)) will be required to participate in DOHMH-led quarterly Learning Community meetings. Learning Community meetings will be an opportunity for staff to discuss IHARP successes, challenges, and pertinent topics
- Facilitating connections between Contractors and external partners to establish relationships for participant referrals/warm handoffs
- Supporting Contractors to become [Opioid Overdose Prevention Programs](#) to dispense naloxone to participants
- Supporting Contractors in the development of handouts, checklists, and informational sheets for outreach staff members
- Providing access to and guidance around utilizing tools and templates for collection and submission of IHARP data

5. Use of Funds

Program funds must be used solely for implementing proposed project activities and achieving IHARP benchmarks during the program period. Funds must supplement, not supplant, existing services and may not be used to pay for existing levels of services funded from any other sources. Any materials that are needed to meet IHARP benchmarks should either be currently available at the organization or be purchased using IHARP funds (this excludes any printed educational materials provided by DOHMH). Examples of the types of resources that can be supported through these funds include, but are not limited to:

- Supplies or materials needed to meet IHARP benchmarks
- Salaries and benefits
- Hardware (e.g., laptops, tablets, phones)

- Software (e.g., virtual service licenses or platforms)
- Technical support and assistance (e.g., support/assistance to make services culturally and linguistically responsive; support/assistance to build capacity around data collection and evaluation)
- Resources for participants (e.g., phone minute cards, internet access, MetroCards)
- Educational programs/supportive training for staff members conducting services

In addition, in order to meet the general criteria required to be allowable, costs must:

- Be necessary and reasonable for the performance of the IHARP program;
- Directly benefit the IHARP program;
- Comply with the generally accepted accounting principles (GAAP); and
- Be adequately documented.

Section III: Completing the Application

Applicants should follow the instructions set forth below in the preparation and submission of their proposal.

In developing their IHARP RFP proposal, Applicants are encouraged to work **collaboratively** with both administrative and programmatic/outreach staff members who are well-versed in the organization's existing outreach protocols and have a strong understanding of the organization's capacity and need for achieving IHARP benchmarks.

To be successful, applicants must demonstrate a **need** for funding, training, and technical assistance, as well as a commitment to **positive change** within their organization and in providing PEH who use drugs with appropriate, comprehensive, harm reduction-oriented, and person-centered care, through participation in IHARP. Successful applicants will also **clearly indicate their need and capacity for achieving IHARP benchmarks** and describe how the proposed IHARP funding, training, and technical assistance will allow them to achieve all IHARP benchmarks during the project implementation phase.

1. Proposal Format Requirements

- A. Proposal narrative may not exceed ten (10) single-spaced pages. Please note that any text exceeding the 10-page limit will not be reviewed and evaluated.
- B. Proposal narrative should be in 8½" x 11" format with 1" margins all around (headers and footers may appear outside of this margin).
- C. Text should be no less than 12-point font, except for any required tables and any included supportive charts, which may use a font no smaller than 10-point.
- D. Each page of the Proposal Narrative should be consecutively numbered.
- E. Proposals must include the section/subsection headings (e.g., "Current Organization Services"), numbering format as shown below, and the text of the question.
- F. Proposal documents should be submitted in the format specified in Appendix B: Proposal Submittal Checklist.

2. Proposal Content/Application Instructions

Proposals must include responses to all sections below and must address all questions in each section in the order listed.

Proposal Narrative

Section 1: Current organizational practices (suggested word limit: 800 words or less)

- A. Describe all non-substance use-related services that your organization offers and provides to PEH engaged during homeless outreach efforts. Please describe all services offered and provided at all stages of engagement (initial engagement, follow-up activities, etc.).
 - i. Describe existing linkages and the process for referrals or connections to any non-substance use-related services that your organization does not directly provide.
- B. Describe all substance use-related services, supports, and resources that your organization offers to PEH who use drugs engaged during homeless outreach efforts. Please describe all services offered and provided at all stages of engagement (services provided at initial engagement, during repeated engagements, follow-up activities, etc.). Services might include connections to harm reduction services, provision of naloxone kits, provision of substance use treatment services, etc.
 - i. Describe existing linkages and the process for referrals or connections to any substance use-related services your organization does not directly provide.

- ii. As part of this answer, please describe how you assess substance use among your participants (i.e., what questions are asked or information is obtained to assess whether a participant uses drugs).
- C. Describe any outreach, resources, services, and supports your organization provides specifically to marginalized populations of PEH who use drugs (e.g., people of color, women, pregnant people, youth, people with disabilities, people involved in the sex trades, people who identify as LGBTQIA+).

Section 2: Participants served (suggested word limit: 480 words or less). Short answers/estimated numbers can be answered in the form of bullet points.

- D. Describe the geographic areas (borough, neighborhoods, and ZIP codes) currently served by your organization. If your organization proposes serving any additional geographic service area/s as an IHARP awardee, please specify this/these geographic service area/s (borough, neighborhoods, and ZIP codes).
- E. Provide participant demographics (please report all demographics that your organization collects) as well as the monthly, weekly, and daily number of participants engaged during homeless outreach, for each geographic area specified in Section 2.D (above).
- F. For each item below, please provide a number from your data (an estimated number is fine) OR indicate that you do not have the data available to provide a number. Please note that categories are not mutually exclusive, as the number of individuals who use opioids would also be included in the estimated number of PWUD.
- i. The number of *unique PWUD* engaged by outreach staff members per week, on average
 - ii. The number of *initial outreach engagement encounters with PWUD* (i.e., the number of participants who use drugs that outreach staff members engaged with for the first time) per week, on average
 - iii. The number of *unique people who use opioids* engaged by outreach staff members per week, on average
 - iv. The number of *initial outreach engagement encounters with people who use opioids* (i.e., the number of participants who use opioids that outreach staff members engaged with for the first time) per week, on average

Section 3: Organizational unmet needs (suggested word limit: 1,400 words or less)

- G. Describe the unmet need for substance use-related services, supports, and resources among the people experiencing homelessness and who use drugs that you serve through outreach. Please include information about:
- i. Substance use-related concerns (including but not limited to overdose mortality) observed by participants in the neighborhoods served by your organization. The most recent NYC overdose mortality data is available [here](#) and [here](#).
 - ii. Any stated need or interest in substance use-related services, supports, and resources mentioned by participants served by your organization. Please describe how participants communicated their needs/interests to your organization.
 - iii. Types of services, supports, and resources your participants would benefit from but that your organization is currently unable to offer, in reference to the list of IHARP benchmarks (see “Project Scope of Work” section, pages 6-9, above).
- H. Describe the extent to which your organization's staff members are currently trained, knowledgeable about, and prepared to assess and respond to the needs of participants who use drugs.

- i. Please describe any required and/or optional trainings your organization offers (either that you provide directly or as an external training) to staff members who would participate in IHARP.
 - ii. In relation to your response to the above (item 8i), describe how receiving the IHARP training curriculum would allow your organization to provide improved services and care to your participants. Please specify at least two (2) training content areas (see "Training" section above for training content areas).
- I. Describe how your organization envisions benefiting from DOHMH technical assistance to achieve IHARP benchmarks.
 - i. Please describe at least three (3) areas of technical assistance you anticipate would facilitate achievement of IHARP goals (please see "Technical Assistance" section, page 13, above for examples of the types of technical assistance DOHMH will offer; you may also identify areas not mentioned in that section). For example, content areas requiring technical assistance could include liaising with external partners for referrals to substance use services and/or distributing new educational materials for participants who use drugs.

Section 4: Capacity for IHARP implementation (suggested word limit: 1,400 words or less)

- J. Please describe your organization's capacity for and commitment to meaningfully and successfully participating in IHARP activities by detailing:
 - i. Overall staffing capacity to take on project requirements and capacity of staff members identified for the IHARP Champion role and (optional) Opinion Leader role. (Please refer to the "Project Scope of Work" section for a detailed description of IHARP roles and responsibilities.)
 - ii. Organization's plans to adapt staff schedules to ensure staff can attend and complete all IHARP trainings (estimated at 10 to 12 hours during the training phase and an additional 6 to 8 hours during the implementation phase) and attend all required meetings. (Note that DOHMH will accommodate pre-existing schedules as often as possible.)
 - iii. Staff members' consistent access to computers or tablets for completing all IHARP activities requiring this technology (e.g., training sessions, remote meetings).
 - iv. Ability and willingness to modify outreach protocols to include provision of substance-use services, supports, and resources to meet and achieve IHARP requirements and benchmarks.
 - v. Staff members' commitment to the organization's shared goal of providing more comprehensive care and resources to PEH who use drugs.
- K. Please describe your organization's existing capacity for and commitment to collecting, managing, and reporting IHARP-related data (see "Data Collection and Evaluation" section above). Please include:
 - i. Current practices:
 - 1. What data systems are currently in place for collecting data about outreach and participant interactions?
 - a. How do outreach staff currently collect data (e.g., pen and paper, via a tablet into a form/Excel file)?
 - b. List any data that your organization currently collects pertaining to services provided to participants with a substance use disorder (SUD)—not just who use drugs—such as engagement in conversations about

substance use and treatment, and referrals for SUD treatment. If your organization does not currently collect these data, please explain why.

2. What data systems are currently in place for data entry, storage, and management?
 - ii. Commitment to complying with all DOHMH data collection and reporting requirements. Commitment can be discussed in the context of past data collection activities that were established to align with grant requirements, interest in expanding organizational data collection efforts, plans to designate one or more staff member(s) to support these activities, and so on.
 - iii. Ability and willingness to adapt existing data collection systems to accommodate IHARP evaluation needs
 - iv. Capacity to collect additional data and ability to enter these data into an external data reporting and management system provided by DOHMH, for example Excel or REDCap. (DOHMH will provide support in the use of MS Excel/REDCap as needed.)

Section 5: Commitment to participatory strategies (suggested word limit: 450 words or less)

- L. Describe participatory/collaborative strategies that your organization utilizes to engage people with lived experience of homelessness and/or substance use. Some examples include:
 - i. Workforce includes people with lived experience of homelessness and/or substance use
 - ii. Utilize peer-based/peer-led models for outreach and engagement
 - iii. Conduct regular assessments (e.g., questionnaires) with participants to assess their needs and experiences with service delivery
 - iv. Appoint peers/people with lived experience to leadership team/board of directors
 - v. Meaningfully include participants in the development of organizational protocols, policies, and/or practices

Section 6: Commitment to racial equity and social justice (suggested word limit: 450 words or less)

- M. Describe your organization's successes integrating racial equity and social justice principles into its vision and mission, and in reducing racial disparities in the workplace among staff and within service delivery practices. If the achievement of such accomplishments is an active area of growth for your organization, please describe efforts to set and meet goals pertaining to the integration of racial equity and social justice principles. Examples may include:
 - i. Training to increase staff awareness about intersecting oppressions, such as institutional racism, gender identity, and sexual orientation
 - ii. Examining the role of structural oppression and implicit bias in your organization's policies and practices, as well as working to ameliorate these harms
 - iii. Reviewing existing practices with a racial equity lens to ensure that access to services is equitable among different racial/ethnic populations and that any unintended disparate impacts are not concentrated among people of color
 - iv. Holding spaces for explicit conversations about race and white supremacy culture in your organization
 - v. Examining how racism impacts the relationship between your service providers and participants and working to ameliorate these harms
 - vi. Initiatives that incorporate input on an ongoing basis from frontline staff and participants about program design and ways to best meet the needs of participants

Budget Proposal and Justification

Applicants must provide a detailed budget and budget narrative for all anticipated project costs using the following templates:

- **Proposal Budget Template**

Budgets should clearly demonstrate how funding will be used to implement proposed project activities and achieve all IHARP benchmarks. The proposed budget must detail expenses for each year of the 2-year project period, up to \$100,000 per year.

The Proposal Budget Template contains three tabs:

- Tab 1 (required): Applicants must use Tab 1 (7.2023-6.2024) to complete their Year 1 budget.
- Tab 2 (required): Applicants must use Tab 2 (7.2024-6.2025) to complete their Year 2 budget.
- Tab 3 contains a sample budget with example content that can be used as guidance. Example budget items include personnel and other-than-personnel costs that might support IHARP implementation and achievement of IHARP benchmarks.

- **Budget Narrative Template**

The Budget Narrative should thoroughly and clearly describe every category of expense listed in the Budget Worksheet. The narrative should explain how all costs were estimated and calculated and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes. As with the Budget Worksheet, the Budget Narrative should be broken down by year.

Attachments

The attachments and templates listed below can be found on the posted on FPHNYC's website (<https://fphnyc.org/get-involved/requests-proposals/>). Attachments do not count towards the page limit.

A. Attachment A: Proposal Submittal Form

The Proposal Submittal Form (Attachment A) transmits the Applicant's Proposal Package to FPHNYC. An official authorized to bind the proposal must sign the Proposal Submittal Form.

B. Attachment B: Applicant Eligibility Questionnaire

The Applicant Eligibility Questionnaire (Attachment B) certifies that the Applicant meets the minimum mandatory requirements stated in this RFP.

C. Attachment C: Organizational Chart/Staffing Plan

Applicants must submit a 1-page organizational chart with titles and supervisory relationships of all staff who would participate in IHARP, identifying **IHARP outreach staff, IHARP administrative staff, IHARP Champion, IHARP Opinion Leader(s) (optional)**.

See "Key Personnel" section above (pages 9-10) for details on the roles of each staff category.

An Organizational Chart Template has been provided as a separate Word document to guide Applicants in completing this piece of the proposal. Individuals filling the titles listed must commit to their IHARP role and fulfilling all IHARP duties.

D. Attachment D: IRS Form W-9

Section IV: Evaluation and Award Procedures

1. Proposal Evaluation Criteria

RFP applications/proposals will be evaluated using the attached scoring tool that has been posted and can be accessed [here](#). The number of points and weights allocated to each section of the proposal are:

CRITERIA	POINTS	WEIGHT
Current Organizational Practices	12	8.5%
Participants Served	12	8.5%
Organizational Unmet Needs	12	23%
Capacity for IHARP Implementation	8	23%
Commitment to Participatory Strategies	4	10%
Commitment to Racial Equity and Social Justice	4	10%
Organizational and Staffing Plan	4	5%
Budget Proposal and Justification	4	12%
TOTAL	60	100%

2. Selection Process

Applications will undergo an initial administrative review for completeness and minimum requirements. Basic requirements include timely receipt of application, meeting all eligibility criteria, and submission of all required documentation. For an application to be evaluated, it must include all required components and meet all required eligibility criteria. Applications that do not meet the required eligibility criteria will not move to the next stage of the review process. Applications with omissions of any required documentation may also be subject to disqualification.

All applications will be reviewed by a panel convened by the NYC Department of Health and Mental Hygiene (DOHMH). The panel will evaluate applications and score Applicants according to the criteria listed above and available in the attached scoring tool available [here](#). Each application will be scored by at least three reviewers and scored on a scale of 0—60. After review, the panel will compile scores and rank applications according to final weighted scores.

FPHNYC and DOHMH reserve the right to conduct interviews and/or site visits as FPHNYC and DOHMH deem applicable and appropriate, in order to verify application content, prior to final award decisions.

3. Award Process

Once selections are made, designated recipients will enter contract negotiations with the Fund for Public Health in New York City (FPHNYC). Final contract execution is contingent upon successful completion of contract negotiations and demonstration of compliance with all requirements of FPHNYC, DOHMH, and the City of New York, and any other applicable federal and state laws and policies.

As a part of the negotiation process, FPHNYC may request supplementary information to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation. At the discretion of FPHNYC and DOHMH, final awards may be less than requested in order to distribute funds among awardees. FPHNYC also reserves the right to adjust deliverables and timeframes

in response to changes in priorities or need. If a selected contractor rejects the dollar amount offered by FPHNYC or other terms of the contract, FPHNYC reserves the right, to withdraw the funding offer to the selected contractor, and enter discussions with other high-ranking RFP applicants.

Section V: RFP and Contract Terms

1. Right to Amend, Cancel this RFP, or Solicit a New RFP

FPHNYC may amend or cancel this RFP at any time, without any liability to FPHNYC, and/or DOHMH. FPHNYC or DOHMH may solicit new requests for information and/or proposals regarding the services addressed in this RFP at any time.

2. Right to Reject Proposals

FPHNYC may reject any or all proposals received and may ask for further clarification or documentation. Submitted information that does not respond to all items in this RFP may be excluded from further consideration and alternative information packages may not be considered.

3. Insurance

Prior to the start of work, selected Contractors, including coalition members, shall procure and maintain in force at all times during the term of the agreement, insurance of the types and in the amounts set forth below:

- Commercial General Liability: insurance to provide coverage for bodily injury and property damage, including damage to any facilities, equipment or vehicles, in limits of no less than \$1,000,000 per occurrence \$3,000,000 aggregate, \$1,000,000 personal and advertising injury aggregate; written on an occurrence basis with coverage at least as broad as the most recently-issue version of ISO form CG 00 01, and no exclusions other than as required by law or approved in writing by DOHMH.
- Professional Liability: if Contractor is providing professional services, Contractor shall obtain professional liability insurance, in limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate;
- Employers Liability: insurance to provide coverage for the acts and omissions of Contractor's employees in limits of no less than \$1,000,000 per accident;
- Workers' Compensation: workers' compensation and disability insurance as required by the applicable New York State law.
- Commercial Auto: if Contractor plans to use any vehicles in the performance of services under the agreement, Contractor shall obtain commercial auto coverage for all owned, non-owned, and hired vehicles, written on a form at least as broad as ISO form CA 00 01, with minimum limits of \$1,000,000 per accident.
- Excess Umbrella Liability: in the event that Contractor's insurance policy(s) does not meet the limits stated above.

Contractor shall maintain on file with FPHNY current Certificates of Insurance for the above referenced policies, listing FPHNYC and the City as Additional Insureds for General Liability policies and as Certificate Holders for all other required insurance.

4. Proposal Costs

The Applicant will be solely responsible for any costs incurred in preparing, delivering, or presenting responses to this RFP. Applicants will not be reimbursed for any costs incurred in preparing proposals.

5. Fulfillment of Requirements

By submitting an information package, the Applicant acknowledges that the respondent has read and

understands this RFP and can fulfill all requirements.

6. Submitted Information

Once submitted, responses will be the property of FPHNYC and will not be returned.

Section VI: Appendices

- APPENDIX A: RFP SUBMITTAL CHECKLIST
- APPENDIX B: CONTRACT BOILERPLATE

Appendix A
PROPOSAL SUBMITTAL CHECKLIST

Please pay special attention to the items listed below, as this information is **REQUIRED** as part of your RFP proposal. Failure to provide any of the information or documents listed below may be cause for rejection of your proposal.

INCLUDED	REQUIRED PROPOSAL ITEM
	Proposal Narrative, in PDF Format, including the following sections: Section 1: Current organizational practices Section 2: Participants served Section 3: Organizational unmet needs Section 4: Capacity for IHARP implementation Section 5: Commitment to participatory strategies Section 6: Commitment to racial equity and social justice
	Proposal narrative adheres to the following formatting requirements: <ul style="list-style-type: none"> • Single-spaced, 10 (ten) pages or less • 1" page margins • 12-point font (except for chart/exhibit labels) • Numbered consecutively • Labeled with section/subsection headings and adheres to numbering format • Includes question with response
	Budget, in Excel Format, reflecting 2 one-year budget periods
	Budget Narrative and Justification, in PDF format
	Attachment A: Proposal Submittal Form, in PDF format, signed by authorized official
	Attachment B: Applicant Eligibility Questionnaire, in PDF format, signed by authorized official
	Attachment C: Organizational Chart, in PDF format, with titles and supervisory relationships of all participating staff and identifying IHARP outreach staff, IHARP administrative staff, IHARP Champion, IHARP Opinion Leader
	Attachment D: Organization W-9 form signed and dated, in PDF format
	All proposal files and attachments labeled according to the following: "IHARP_[organization name]_proposal narrative", "IHARP_[organization name]_budget"
	Proposal package submitted via email to procurement@fphnyc.org with "IHARP" in the subject line

Appendix B
CONTRACT TERMS AND CONDITIONS

Selected contractor will be expected to sign the below Agreement.

This Agreement (“Agreement”) is made and effective as of [Start date] (the “Effective Date”) between the Fund for Public Health in New York, Inc. (hereinafter “FPHNY”) a nonprofit corporation having its principal office located at 22 Cortlandt Street, Suite 802, New York, New York 10007 and [Contractor] (hereinafter “Contractor”), having its principal office located at [Contractor Address].

WHEREAS:

A. FPHNY is a nonprofit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and is formed for the purpose of soliciting, administering and receiving funds and using such funds to assist the Department of Health and Mental Hygiene (“DOHMH”) of the City of New York (the “City”) to fulfill its mission.

B. Pursuant to an Agreement dated as of July 1, 2021 between the City acting by and through DOHMH and FPHNY (the “DOHMH Special Projects Contract”), FPHNY has agreed to provide to DOHMH services, on a requirements basis, in connection with various health projects.

C. In furtherance of the purpose of the DOHMH Special Projects Contract and, in particular, to support the development of Name of Project (the “Project”), FPHNY requires certain assistance and services of the kind Contractor has offered and is able to furnish, in consideration of the compensation set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, FPHNY and Contractor agree as follows:

I. DESCRIPTION AND CONDUCT OF WORK

A. Services/Deliverables: Contractor shall provide services and complete deliverables in the manner and at the levels set forth in the Scope of Services annexed hereto and incorporated herein as Appendix A and consistent with and in adherence to the Schedule of Deliverables & Compensation annexed hereto and incorporated herein as Appendix B. Any due dates listed in Appendix A are subject to change at the discretion of DOHMH.

B. Standard of Care: Contractor shall deliver and provide all services and deliverables set forth in this Agreement (“Services”) in accordance with generally accepted standards of professional quality and care existing or recognized during the term of this Agreement.

C. Licensure and Professional Qualifications: Contractor shall ensure that all persons, consultants and staff performing Services pursuant to this Agreement are qualified to perform such Services and maintain any required New York State licenses and certifications throughout the term of this Agreement.

D. Terms of DOHMH Special Projects Contract: Contractor agrees that (i) the work performed hereunder shall be in accordance with the terms the DOHMH Special Projects Contract, (ii) nothing

contained herein shall impair the rights of the City, (iii) nothing contained herein, or under the DOHMH Special Projects Contract shall create any contractual relation between Contractor and the City, and (iv) Contractor specifically agrees to be bound by Section 4.05(D) and Article 5 of Appendix A of the DOHMH Special Projects Contract, included in Appendix D hereto, and agrees that the City may enforce such provisions directly against Contractor as if the City were a party to this Agreement.

- E. No Publicity: Contractor shall not give any interviews, issue any press releases or otherwise disclose any information whatsoever about this project and this agreement without the prior written consent of FPHNY. Contractor will cause its officers, employees, consultants, agents and representatives to observe the no publicity requirements of the foregoing provision.
- F. No Exclusion: Neither Contractor nor Contractor's employees or permitted subcontractors who provide Services in connection with this Agreement have been excluded from participation in, or otherwise sanctioned by, Medicare, Medicaid or any other federal, state or local health care program, as applicable, and have not otherwise been barred from being a government contractor or subcontractor by any unit of the federal, state, or local government, and will promptly notify FPHNY if it or any such persons becomes so excluded or sanctioned during the term of this Agreement.
- G. Evaluation: Contractor shall cooperate fully with FPHNY and DOHMH regarding the evaluation of Services provided hereunder, and will advise and consult with employees and officials of FPHNY, DOHMH, and any designated Project evaluation agent.
- H. Inspections: FPHNY, DOHMH or their designated agents, shall have the right at any time, given reasonable notice, to inspect the site(s) where Services are performed, to inspect the materials and curricula (if any) used by Contractor in connection with the provision of Services under this Agreement, and to attend any and all trainings, drills, tests, and activities (if any) organized or sponsored by Contractor pursuant to this Agreement. Contractor shall render all assistance and cooperation to FPHNY, DOHMH, or their designated agents, in making such inspections and shall assure FPHNY, DOHMH, and their designated agents, ready access to such site(s), materials, curricula, trainings, drills, tests, and activities, and all medical, financial or other records and reports relating to Services provided hereunder.
- I. Investigations Clause: The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to this Agreement or the DOHMH Special Projects Agreement. By signing this Agreement, the Contractor agrees to be fully bound by the "Investigations Clause" contained in the DOHMH Special Projects Agreement, which is hereby made part of this Agreement and incorporated herein by reference, as if such Contractor were a party or any of the parties, persons or entities therein described.

II. TERM AND TERMINATION

- A. Term: This Agreement shall commence on the Effective Date and shall continue in force until June 30, 2024 (the "Expiration Date"), except as terminated sooner in accordance with the terms of this

Agreement. Notwithstanding the foregoing, FPHNY may, in its sole discretion, extend the term and appoint a new Expiration Date for Contractor's performance of this Agreement.

- B. Right of Termination: FPHNY shall have the right to terminate this Agreement, in whole or in part, before the Expiration Date, with or without cause and in FPHNY's sole discretion, provided that written notice of termination is given at least ten (10) days prior to the effective date of the proposed termination. Upon termination of this Agreement, Contractor shall immediately cease the provision of all Services and shall, within ten (10) days of FPHNY's request, return to FPHNY all FPHNY equipment, materials and supplies within the possession or control of Contractor as required by Section VI of this Agreement.
- C. Immediate Termination: In the event that, in FPHNY's opinion, Contractor demonstrates a clear intent not to fulfill the terms of this Agreement, FPHNY shall have the right to terminate this Agreement immediately, by written notice faxed, mailed or delivered to Contractor.
- D. Effect of Termination: In the event that this Agreement is terminated pursuant to paragraphs B or C of this Section II., Contractor shall not incur any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by Contractor on account of this Agreement prior to receipt of notice of termination and falling due after termination shall be paid in accordance with the terms of this Agreement.
- E. Close-out Procedures: Upon the Expiration Date, or the sooner termination of this Agreement, Contractor shall comply with FPHNY's disclosed close-out procedures, including, but not limited to:
 - 1. submitting within fifteen (15) days of the contract end date a final invoice for all services that have been completed under the contract terms and conditions;
 - 2. accounting for and refunding to FPHNY, within fifteen (15) days, any excess payments that have been made to the Contractor pursuant to this Agreement;
 - 3. furnishing to FPHNY, within fifteen (15) days, an inventory of all equipment, appurtenances and property purchased through this Agreement on behalf of FPHNY or DOHMH as provided for herein;
 - 4. turning over to FPHNY, upon request, within fifteen (15) days, all books, records, documents and material specifically relating to this Agreement; and
 - 5. confirming the completion of the processes set forth in 1 through 4 above.

III. CONSIDERATION AND PAYMENT

- A. Total Compensation: The total maximum amount payable to Contractor under this Agreement shall not exceed \$100,000 in accordance with the Schedule of Deliverables & Compensation contained in Appendix B (the "Fee Schedule").
- B. Invoices: Contractor shall submit to DOHMH, no later than fifteen (15) days after the end of each DOHMH fiscal quarter within the term of this Agreement, a detailed invoice (each, an "Invoice," and together, "Invoices") itemizing each deliverable completed and all costs incurred as part of

Services rendered, as specified in the Fee Schedule. DOHMH's fiscal year (the "Fiscal Year") begins July 1 and ends June 30. All deliverables completed or costs incurred as part of Services rendered within the Fiscal Year must be invoiced within fifteen (15) days of the end of the Fiscal Year. The Invoices shall be in a form approved by FPHNY, and shall identify the type and quantity of each deliverable and the overall costs and fees claimed in accordance with the Fee Schedule. The Invoices shall be accompanied by supporting documentation providing proof of performance of Services as specified in Appendix A and Appendix B, and any other supporting documentation deemed necessary by FPHNY. FPHNY shall review the Invoices and supporting documentation as required, and may disallow for payment any costs or fees claimed which were for Services not rendered, documented and/or authorized in accordance with the terms of this Agreement, or for failure to deliver any required service, deliverable, or work product. Failure to submit Invoices in accordance with the provisions of this Agreement may result in the termination of this Agreement by FPHNY.

- C. Payments: FPHNY shall pay Contractor for costs and/or fees claimed on Invoices submitted to DOHMH in accordance with the Fee Schedule, provided that Contractor has submitted to FPHNY a duly executed Form W-9 and the requirements of paragraph B of this Section III. have been completed to the satisfaction of DOHMH and FPHNY.
- D. Subject to the Availability of Funds. This Agreement is subject to the availability of funds and all approvals required by DOHMH. FPHNY shall notify Contractor, in writing, of any modification, payments, delays, or cancellations of said funds and shall modify the Agreement accordingly.
- E. Use of Payment(s); Certified Statement: Reimbursement or payments made under this Agreement shall be deposited within (90) days of the issuance of the check.
- F. No Duplicative Reimbursement: Contractor shall not seek nor be paid for services, deliverables or costs provided for under this Agreement if Contractor has received or is reasonably likely to receive payments for such services, deliverables or costs from another source, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source.
- G. Erroneous Payments: Contractor shall immediately return to FPHNY any payments made to Contractor to which it is not entitled.
- H. Maintenance of Books and Records:
 - a. Contractor shall maintain complete and accurate books and records supporting all payments made under this Agreement. Contractor shall keep such books and records in accordance with generally accepted accounting principles. Such records may include but are not limited to bank statements, canceled checks, bills, receipts, employee time cards, requests for payment and deposit slips relating to all financial accounts and transactions. The expenditures and receipts shall be segregated on the books of Contractor.
 - b. For six (6) years after the Expiration Date, or sooner termination of this Agreement, Contractor shall maintain copies of all financial and work reports, evaluation surveys and audits which reflect all Services rendered hereunder and fiscal accountability for all monies appropriated and spent thereby, all training and curricula materials (if any) prepared or

compiled in connection with Services provided under this Agreement, and all attendance sheets and training rosters collected and prepared in connection with all trainings and activities (if any) held pursuant to this Agreement.

- c. Contractor shall make such books, financial documentation, records, reports, surveys, audits, materials, and other documents available at all reasonable times during the performance period of this Agreement and for six (6) years after the Expiration Date or sooner termination of this Agreement or, in the case of an ongoing audit that encompasses the Services provided under this Agreements by federal, state or local authorities, for six (6) years after completion of the audit, for inspection and/or audit by FPHNY, DOHMH, the City or their agents, and other federal, state or local governmental agencies, as necessary. FPHNY, DOHMH, the City or their agents, and other federal, state or local governmental agencies will determine the scope and protocol of all inspections and audits, based on a review of any materials they consider reasonably necessary, and Contractor shall assist and cooperate in relation to such inspections and audits.

IV. CONFIDENTIALITY AND PRIVACY

- A. General Compliance: Contractor shall comply with all federal, state, and local laws, rules and regulations (each, a “Law,” and together, the “Laws”) pertaining to confidentiality, privacy and security of information received, generated, used or held by Contractor in the course of its performance under this Agreement.
- B. Confidential Information: As used in this Agreement, “Confidential Information” shall mean information disclosed to, or known to, Contractor, in connection with the services to be provided pursuant to this Agreement, and the methods, business plans, databases, systems, technology, intellectual property, know-how, management, development, operations, products, processes, and services, including without limitation, information and data relating to research, development, inventions, recommendations, programs, systems, systems analyses, finances, financial statements, financial projections, financing methods, fine collection methods and strategies, sources, systems designs, personal information identifying any individual or de-identified information which could lead to the identification of any individual and which was furnished as part of a dataset provided to the Contractor in connection with this Agreement, terms and conditions of arrangements of any government system relating to secure information transfers, as well as reports, informational lists, which Contractor knows or should have known to be confidential. All information disclosed to a party or to which a party has access to in connection with performing the services covered in this Agreement, for which there is any reasonable basis to be believed is, or which appears to be treated by the disclosing party as, Confidential Information shall be presumed to be Confidential information under this Agreement. The existence or occurrence of any meetings or discussions between the parties related in any manner to the Confidential Information will also be considered Confidential Information and will not be disclosed to any third party, except as may be required by law or in any legal proceedings.

Contractor agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as provided pursuant to the terms and conditions of this Agreement, or with the express written consent of FPHNY or the person to whom such information pertains, or except as otherwise authorized by applicable Laws. Contractor shall require any person, including,

but not limited to, all agents, employees or volunteers, performing Services on behalf of Contractor under this Agreement to do the same. In the event that Contractor receives a request to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes Contractor is otherwise required by law to disclose Confidential Information, then Contractor shall promptly notify FPHNY prior to making such disclosure, and shall afford FPHNY, or other owner of the Confidential Information, the opportunity to challenge or otherwise lawfully seek limits upon such disclosure of Confidential Information.

- C. City/DOHMH Information: All documents of any nature pertaining to the activities of the City and DOHMH that include any Confidential Information, in Contractor's possession now or at any time during DOHMH's evaluation of any services provided, or to be provided hereunder, including, without limitation, memoranda, notebooks, notes, data sheets, records, and DOHMH computers, software programs, are and shall be exclusively property of the City and that all copies thereof shall be surrendered to DOHMH, or its designee, upon such party's request.
- D. Patient Health Information: All medical or mental health information identifiable to a person received by Contractor in the course of its performance under this Agreement shall be kept confidential and shall not be used or disclosed except as permitted by an applicable law and, where permitted by law, such use or disclosure shall be undertaken in strict compliance with Contractor's policies regarding the use or disclosure of such information. Contractor represents and warrants that its policies regarding use and disclosure of patient information are compliant with all applicable state, federal, and local laws, including, but not limited to, New York State Laws and the federal Health Insurance Portability and Accountability Act of 1996.

V. LITERATURE

- A. Approvals: Contractor shall submit to DOHMH the final draft copy of each piece of written material, educational material, manual, survey, test, brochure, flyer, pamphlet, questionnaire, or video developed by it under this Agreement, as applicable, for review and approval prior to printing. DOHMH will respond in writing to Contractor within twenty (20) business days indicating approval or need for modification of the submitted material. Should this response indicate need for modification, specific written guidance will be given to Contractor. Contractor shall make the modifications as indicated by DOHMH, and resubmit the material for DOHMH's final approval. The format and content of educational programs (if any) will also be subject to the approval provision of this paragraph A.
- B. Copyright Ownership: All materials, publications, videos, curricula, reports, and other material produced under this Agreement ("Material") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C Section 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that the Material does not qualify as "work-made-for-hire," Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Material to the City, free and clear of any liens, claims or other encumbrances.
- C. Technology/Software Licensing: In the event that, for the provision of Services under this Agreement, Contractor requires the use of any technology, software or systems belonging to, or

licensed to, FPHNY or the City, then such use is permitted only to the extent necessary for Contractor's performance under this Agreement, and only for so long as this Agreement is in force, and such permission shall immediately terminate on the expiration or sooner termination of this Agreement.

VI. EQUIPMENT

- A. All equipment with a purchase price of \$5,000 or more, the cost of which is reimbursed in whole or in part from Agreement funds or which is provided by FPHNY to Contractor for use on the Project, shall be deemed to be property of the City of New York and shall be used as far as practicable by Contractor for the purpose of carrying out the intent of this Agreement and shall not be available for the general use of Contractor. Contractor shall properly maintain and keep in good repair all such equipment and shall maintain at all times a complete inventory of all such equipment, including a description of the item and a clear record of its location, serial number, date of purchase, and purchase price. Contractor shall submit a copy of said inventory to FPHNY promptly following a request by FPHNY. Upon termination of this Agreement, Contractor shall dispose of all such equipment in the manner directed by FPHNY, and shall maintain detailed records concerning such disposition.

VII. DISPUTE RESOLUTION

- A. Jurisdiction and Venue; Claims and Actions: (i) The parties agree that any and all claims asserted by or against the other arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse FPHNY for any attorneys' fees incurred by FPHNY in removing the action to a proper court consistent with this Section and (ii) No action shall be instituted or maintained on any such claim unless such action shall be commenced within six (6) months of the termination or expiration of this Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.
- B. Injunctive Relief: Contractor acknowledges and agrees that, in the event of Contractor's breach of any part of Section IV. or Section V. hereof, money damages will be difficult to quantify and will not appropriately compensate FPHNY and/or the City for Contractor's breach, and, therefore, FPHNY and/or the City (as applicable) may seek to enjoin any breach of the provisions of Section IV. and Section V. hereof in any court of competent jurisdiction.
- C. Resolution of Disputes: Except as set forth in paragraph B of this Section VII., the parties will attempt in good faith to negotiate a resolution of any dispute arising out of or relating to this Agreement. If applicable, resolutions of disputes hereunder shall be subject to the terms of the DOHMH Special Projects Contract in respect of FPHNY's rights to resolve disputes with the City and/or DOHMH.

VIII. MISCELLANEOUS

- A. Insurance: If applicable, Contractor warrants and represents that it is, and will be continuously during the term of this Agreement, sufficiently self-insured for claims and liabilities including personal and property damage that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, volunteers, or subcontractors. If Contractor does not self-insure, instead Contractor warrants and represents that it has, and will have continuously during the term of this Agreement, and that it shall require all subcontractors to obtain and maintain continuously during the term of this Agreement:
1. Comprehensive General Liability: insurance to provide coverage for bodily injury and property damage, including damage to any facilities, equipment or vehicles, in limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate;
 2. Professional Liability: professional liability insurance, in limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate;
 3. Employers Liability: insurance to provide coverage for the acts and omissions of Contractor's employees in limits of no less than \$1,000,000 per accident; and
 4. Workers' Compensation: workers' compensation and disability insurance as required by the applicable New York State law.
 5. Excess Umbrella Liability: in the event that contractor's insurance policy(s) does not meet the limits stated above.

Contractor shall maintain on file with FPHNY current Certificates of Insurance for the above referenced policies, listing FPHNY and the City as Additional Insureds for General Liability policies and as Certificate Holders for all other required insurance.

- B. Equal Employment Opportunity: This contract is subject to the requirements of Executive Order No. 50 (1980) of the Mayor of the City of New York as revised ("E.O. 50") and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. Contractor agrees that it:
- a. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
 - b. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;
 - c. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;
 - d. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding,

written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

- e. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services (“DLS”); and
 - f. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner of DOHMH to impose any or all of the following sanctions:
 - 1. Disapproval of the Contractor; and/or
 - 2. Suspension or termination of this Agreement; and/or
 - 3. Declaring the Contractor in default; and/or
 - 4. In lieu of any of the foregoing sanctions, imposition of an employment program.
 - h. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in DOHMH declaring the Contractor to be non-responsible.
- C. COVID-19 Precautions and Vaccine Requirements: The Contractor shall comply with all New York City Executive Orders and Orders of the Commissioner of Health and Mental Hygiene (“City Orders”) that apply to City contractors and subcontractors. The Contractor shall also be responsible for ensuring that the Contractor remains current with all such City Orders and requirements, which may be subject to change. For the avoidance of doubt, the Contractor by executing this Agreement is a subcontractor of a City human services contract. As of November 30, 2021, the Contractor shall comply, as applicable, with the following City Orders: i) New York City Executive Order 83 of 2021 regarding Amendment and Partial Repeal of Executive Order 78 with Respect to Requiring Vaccination or Testing for City Employees and Certain Contractors (amending New York City Executive Order 78 of 2021); ii) New York City Executive Order 79 of 2021 regarding Safety Practices of Public-Facing Contracted Personnel During the COVID-19 Crisis; and iii) the Order of the Commissioner of Health and Mental Hygiene to Require COVID-19 Vaccination for City Employees and Certain City Contractors, each annexed hereto and incorporated herein as Appendices E, F, and G, respectively.
- D. Whistleblower Protection Expansion Act. The Contractor shall comply with the provisions of the Whistleblower Protection Expansion Act, in accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code and outlined in the Whistleblower Protection Expansion Rider annexed to this Agreement as Appendix C.
- E. Conflict of Interest: The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Contractor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City of New York or DOHMH,

nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

- F. Independent Contractor Status: Contractor and FPHNY agree that Contractor is an independent contractor, and not an employee of FPHNY or the City, and that in accordance with such status as an independent contractor, Contractor covenants and agrees that neither it nor its employees nor its agents will hold themselves out as, nor claim to be, officers or employees of FPHNY or the City, or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of FPHNY or the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or employee benefits, retirement membership or credit.
- G. Employees of Contractor: Contractor represents and warrants that all experts or consultants or employees of Contractor who are employed or engaged by Contractor to perform Services under this Agreement will not be employees of FPHNY or the City and will not otherwise be under contract to FPHNY or the City. Contractor alone shall be responsible for the consultants' or employees' work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in this Agreement shall impose any liability or duty on FPHNY or the City for the acts, omissions, liabilities or obligations of Contractor, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of Contractor, or for taxes of any nature, including, but not limited to, worker's compensation, unemployment insurance, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.
- H. Indemnification: Contractor shall be solely responsible for all injuries or death to its agents, servants, or employees, or to any other person, or damage to any property sustained in connection with the rendering of Services pursuant to this Agreement, resulting from any act or omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors. To the fullest extent allowable by law, Contractor shall indemnify, defend, and hold harmless FPHNY and the City, including their respective officials and employees from claims, (even if the allegations of the claims are without merit), judgments for damages on account of injuries or death to any person or damage to any property, and costs and expenses to which FPHNY, the City, or their respective officials and employees may suffer or incur allegedly arising out of any of the operations of the Contractor to the extent arising from any negligent act of commission or omission, intentional tortious act, and/or failure to comply with the law or with the requirements of this Agreement. Insofar as the facts or law relating to any of the foregoing would preclude FPHNY, the City or their respective officials or employees from being completely indemnified by the Contractor, FPHNY, the City, and their respective officials and employees shall be indemnified to the fullest extent permitted by law.
- I. Infringements: To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless FPHNY, the City of New York, and their respective officials and employees against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which FPHNY or the City or their respective officials and employees may

be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless FPHNY, the City, and their respective officials and employees regardless of whether or not the alleged infringement, violation or unauthorized use arises out of compliance with the agreement's scope of services/scope of work. Insofar as the facts or law relating to any of the foregoing would preclude FPHNY, the City, or their respective officials and employees from being completely indemnified by the Contractor, FPHNY, the City, and their respective officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by law.

- J. Prohibition on Assignment/Subcontract: This Agreement shall neither be assigned nor subcontracted by Contractor in whole or in part without the prior, express, written consent of FPHNY. Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or of Contractor's rights, obligations, duties, in whole or in part, or of its right to execute it, or its right, title or interest in it or any part thereof, or assign, by power of attorney or otherwise, any of the notices due or to become due under this Agreement, unless the prior, express, written consent of FPHNY shall be obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void. This Agreement may be assigned by FPHNY to any corporation, agency or instrumentality having authority to accept such assignment without the consent of, or notice to, Contractor. In particular, but not limiting the foregoing, this Agreement may be assigned by FPHNY to the City at any time without the consent of, or notice to, Contractor.
- K. No Partnership, Agency, Association or Joint Venture: The parties agree that nothing contained herein shall create any partnership, agency, association, or joint venture relationship between the parties. Except as expressly provided in this Agreement, neither party shall have any right of authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever.
- L. No Contractual Relationship: Contractor agrees that nothing contained herein shall create any contractual relationship between Contractor and the City. The City is hereby deemed to be the sole and exclusive third party beneficiary of this Agreement. Accordingly, this Agreement does not grant any third party beneficiary rights with respect to the City to individuals or entities involved in the provision of Services under this Agreement.
- M. Legal Compliance: Notwithstanding any other provision in this Agreement, Contractor remains responsible for ensuring that all Services provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local law, and that all necessary approvals from federal, state and local governmental authorities have been obtained in order to perform the work provided for under this Agreement.
- N. Notices: All notices and requests hereunder by either party shall be in writing and, except as otherwise specified in this Agreement, directed to the address of the parties as follows, either in person or by certified mail, return receipt requested, and shall be effective upon delivery:

If to FPHNY: Fund for Public Health in New York, Inc.
 22 Cortlandt Street, Suite 802

New York, New York 10007-3160
Attn.: Sara W. Gardner, MPH
Chief Executive Officer

If to Contractor: [Name of Contractor]
[Address]
[City, State, Zip Code]
Attn.: [Contact Person]
[Title]

- O. No Waiver: No delay or failure by any party to exercise any right under this Agreement, nor any partial exercise of any such right, shall constitute a waiver of such right or any other right. The waiver by any party of the breach of any terms and conditions of, or any right under, this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition or of any similar right. No waiver shall be binding or effective unless expressed in writing and signed by an authorized representative of the party giving such waiver.
- P. Conflict of Laws: This Agreement and all disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New York, without regard to conflict of law rules.
- Q. All Legal Provisions Deemed Included: It is the intent and understanding of the parties to this Agreement that each and every provision of Law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the Law or Laws and without prejudice to the rights of either party hereunder.
- R. Other Provisions Deemed Included: It is the intent and understanding of the parties to this Agreement that, to the extent that FPHNY's subcontractors are bound by or obligated under the terms and conditions of grants from and contracts with the federal government or other funders, then each and every such obligation shall be and is inserted herein and imputed to Contractor, which shall comply with such terms and conditions as a subcontractor of FPHNY.
- S. Severability: If this Agreement contains any unlawful provision which is not an essential part of this Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder.
- T. Counterparts: This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Agreement will become effective when duly executed by both parties.
- U. Entire Agreement and Amendments: This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, writings, agreements and understanding between the

parties, whether oral or written. No amendment or modification of this Agreement shall be binding or effective unless expressed in writing and signed by an authorized representative of each party.

- V. Survival: Notwithstanding any other provision of this Agreement, the following Sections shall survive termination of this Agreement: Sections II.D, III.D, III.E, III.F, III.G, IV., V.B, VI., VII., and VIII.

Appendix A
Scope of Work
[to be added]

Appendix B
Schedule of Deliverables and Compensation
[to be added]

Appendix C
WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

(a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

(b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

(c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:

(i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and

(ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

Appendix D
Section 4.05(D) and Article 5 of Appendix A of the DOHMH Special Projects Contract

Section 4.05(D) Non-Discrimination: E.O. 50 -- Equal Employment Opportunity

1. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY §§ 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:
 - a. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
 - b. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;
 - c. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;
 - d. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;
 - e. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the SBS, Division of Labor Services ("DLS"); and
 - f. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
2. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:
 - a. Disapproval of the Contractor; and/or
 - b. Suspension or termination of the Agreement; and/or

- c. Declaring the Contractor in default; and/or
 - d. In lieu of any of the foregoing sanctions, imposition of an employment program.
3. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.
 4. The Contractor agrees to include the provisions of the foregoing Sections 4.05(D)(1)-(3) in every subcontract or purchase order in excess of \$100,000.00 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Section 4.05(D)(4).
 5. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Section 4.05(D)(5).
 6. Nothing contained in this Section 4.05(D) shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

ARTICLE 5--RECORDS,
AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents, and other evidence, and to utilize appropriate accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, documents, other evidence relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the books, records, documents, and other evidence must be retained until the completion of such litigation, claim, or audit. Any books, records, documents, and other evidence that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, documents, or

other evidence that are created in the regular course of business as a paper copy may be retained in an electronic format provided that they satisfy the requirements of N.Y. Civil Practice Law and Rules (“CPLR”) 4539(b), including the requirement that the reproduction is created in a manner “which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes.” Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records, documents, or other evidence on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in Section 5.02, the City, including the Department and the Department’s Office of the Inspector General, as well as City, State, and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, documents, and other evidence maintained or retained by or on behalf of the Contractor pursuant to this Article 5. Notwithstanding any provision herein regarding notice of inspection, all books, records, documents, and other evidence of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department’s Office of the Inspector General, the Comptroller, and/or federal auditors without prior notice and at no additional cost to the City. The Contractor shall make such books, records documents, and other evidence available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed. If observation of particular services or activity would constitute a waiver of a legal privilege or violate the Law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession’s services in New York State, the Contractor shall promptly inform the Department or other entity seeking to observe such work or activity. Such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner that allows the representatives to ensure that services are being performed in accordance with this Agreement.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section 5.03.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department’s Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources, or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department’s Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by

the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section 5.04.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such items or material (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms "books," "records," "documents," and "other evidence" refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B.

1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony

concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C.

1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. The disqualification for a period not to exceed five years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought

has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term “license” or “permit” as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term “person” as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term “entity” as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term “member” as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The obligation under this Section 5.08 to hold reports, information or data

confidential shall not apply where the Contractor is legally required to disclose such reports, information or data, by virtue of a subpoena, court order or otherwise (“disclosure demand”), provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the Commissioner, in writing or by e-mail, that it received a disclosure demand for to disclose such reports, information or data and (2) if requested by the Department, the Contractor shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to the Department the disclosure demand for such reports, information or data.

B. The Contractor shall provide notice to the Department within three days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least 24 hours prior to any statement to the press or at least five business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the

Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section 5.08 shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.