General Information and Regulatory Requirements

Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010.

General Contract Provisions. Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite Procurement and Sourcing Solutions Portal (PASSPort) online disclosure process and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing (formerly known as Vendor Information Exchange System (VENDEX) Forms or Certificate of No Change)

All organizations intending to do business with the City of New York should complete an online disclosure process to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. In anticipation of awards, proposers must create online accounts in the new Procurement and Sourcing Solutions Portal (PASSPort) and file all disclosure information. Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings. For more information about PASSPort, please visit nyc.gov/passport

Proposer Appeal Rights. Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

Prompt Payment Policy. Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

RFP Postponement/Cancellation. The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

Proposer Costs. Proposers will not be reimbursed for any costs incurred to prepare proposals.

VENDEX/PASSPort Fees. Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX/PASSPort system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to $1,000,000, the fee will be $175. For contracts with an estimated value of greater than $1,000,000, the fee will be $350. The estimated value for each contract resulting from this RFP is estimated to be (less than or equal to $1 million) (above $1 million).

Compliance with Local Law 34 of 2007. Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City established a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. For the purposes of the database, proposers are required to complete the attached Doing Business Data Form and return it with this proposal submission, and should do so in a separate envelope. (If the proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer

will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the Agency. Failure to do so will result in a determination that the proposal submission is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Recruitment and Hiring of Staff/Arrest Notification. On August 4, 2011, as part of the Young Men's Initiative, Mayor Bloomberg issued Executive Order 151 (EO 151) stating with respect to any employment governed by Article 23-A of the NYS Correction Law, with few exceptions, City agencies are prohibited from asking questions regarding an applicant's prior criminal convictions on any preliminary employment applications, or asking any questions about an applicant's prior criminal convictions before or during the first interview. In keeping with the objectives of EO 151, Contractors selected as a result of this RFP will likewise generally be prohibited from asking questions regarding an applicant's prior criminal convictions on any preliminary employment applications, and from asking any questions about an applicant's prior criminal convictions before or during the first interview. In addition, Contractors will be required to comply with Article 23-A, including the requirement that determinations of hiring based on prior criminal convictions must be limited to a conviction that bears a direct relationship to the duties and responsibilities of the position sought, or where their hiring would pose an unreasonable risk to property or to the safety of individuals or the general public. The contractor shall report any conviction or subsequent arrest of any staff member (paid or volunteer) of which it becomes aware to the Agency.

Nondiscrimination. The contractor shall provide services to all persons regardless of actual or perceived race, color, creed, national origin, alien or citizenship status, gender (including gender identity), sexual orientation, disability, marital status, arrest or conviction record, status as a victim of domestic violence, lawful occupation, and family status.

Americans with Disabilities Act (ADA). Program Facilities should be easily accessible to people with disabilities and should meet all requirements of the ADA. If not, DOP/CEO-approved alternative measures, such as access to other suitable space, should be used to make activities accessible to persons with disabilities.

Whistleblower Protection Expansion Act Rider. Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read the below supplementary information on labeled Whistleblower Protection Expansion Act Rider, carefully.

Food Guidelines [Food policy guidelines apply to prime contractors and subcontractors]

(a) Pursuant to Local Law 50 of 2011, codified at section 6-130 of the New York City Administrative Code, the New York State Food Purchasing Guidelines, available at http://www.nyc.gov/html/mocs/html/vendors/food_purchasing_guidelines.shtml, shall apply to contracts valued at more than $100,000 for food or food-related services (e.g., catering), and to any contract for social services though which more than $100,000 of food would be purchased annually in fulfillment of the contract. The New York State Department of Agriculture & Markets list of food items available from New York State sources is available at http://www.nyc.gov/html/mocs/downloads/pdf/NYSFoodList.pdf.

(b) If the contract includes a requirement that the contractor supply food to program participants as a material part of the client services funded by the Agency/Department then the contractor shall provide a healthy food environment in connection with the client services provided under the contract by complying with the attached New York City Agency Food Standards with regard to the provision of food to program participants under the contract, including compliance with the New York City Food Standards for beverage vending and food vending machines (http://www.nyc.gov/html/doh/html/cardio/cardio-vend-nutrition-standard.shtml) for any vending machines to which program participants are granted access.

Compliance with the Iran Divestment Act. Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to certify that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, the Agency/Department will be able to award a contract to such proposer only in situations where the proposer is takings steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to the below supplementary for information on the Iran Divestment Act required for this solicitation and to http://www.ogs.ny.gov/About/regs/ida.asp for additional information concerning the list of entities.

Subcontractor Compliance Notice. The selected vendor will be required to utilize the City's web based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term. Please read the below supplementary information regarding subcontractor compliance notice as it relates to competitive solicitations.

Supplementary Information

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.

   (d) 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.

   (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of $100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of $100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at $100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

NOTICE TO PROPOSERS – SUBCONTRACTOR COMPLIANCE:

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip. In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of $100 per day for each day that the Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

NOTICE TO PROPOSERS

Please be advised that the City of New York has issued a new Human Services Standard Contract. The new Contract, which is incorporated in this Request for Proposals, includes changes that reflect amendments to the New York Executive Law and Not-for-Profit Corporation Law by the Non-Profit Revitalization Act of 2013 ("NPRA"). Significant changes include the following:

SECTION 1.01 DEFINITIONS

New definitions for "key employee," "improper related party transaction," "related party," and "related party transaction" have been added to reflect new definitions in section 102(a) of the Not-for-Profit Corporation Law.

SECTION 4.07 RECOUPMENT OF DISALLOWANCE, IMPROPERLY INCURRED COSTS, AND OVERPAYMENTS

A change allows the City to recoup amounts incurred on any improper Related Party Transaction, as defined in section 1.01.

SECTION 5.01 RECORDS TO BE MAINTAINED

New records have been added to the list of records not-for-profit corporations are required to maintain and/or provide for inspection, including: the contractor's conflicts of interest policy, the contractor's whistleblower policy (if required by law), the documentation required for approval of related-party transactions, and a related party's disclosure statement.

SECTION 5.06 ADDITIONAL AUDIT AND FINANCIAL REPORTING REQUIREMENTS

The audit requirements have been changed to reflect changes in Executive Law section 172-b.

SECTION 6.05 BOARD OF DIRECTORS

The provisions relating to Boards of Directors previously in section 2.02(D)-(H) of Appendix B have been moved into this contract. Consistent with the NPRA, subdivision (B) now specifies that board members cannot be present during deliberation of certain personnel matters.

SECTION 6.06 CONFLICTS OF INTEREST POLICY

A new section has been added requiring contractors to maintain a conflict of interest policy if required by Not-for-Profit Corporation Law section 715-a(a).

Please refer to the contract itself for a full understanding and the actual text of the changes that were made. The text of the Contract is the controlling document should there be any discrepancies between this notice and the Contract.

Public Assistance Hiring Commitment Rider for HRA, DHS, ACS, DYCD, DFTA, DOHMH and SBS

A. The Public Assistance Hiring Commitment is an initiative administered by the Human Resources Administration ("HRA") through its Business Link program, and seeks to match employers with qualified job-seekers. For the duration of this Contract, and subject to any qualified exceptions listed in **Subsection H** below, Contractor shall hire at least one (1) Public Assistance Recipient ("PA Recipient") for each two hundred fifty thousand dollars ($250,000.00) in annual value of this Contract. If Contractor believes it should be exempted from the requirements of this Rider, Contractor may submit a request for an exemption based on the reasons outlined below in **Subsection H.**

B. Contractor shall hire PA Recipients for employment of at least twenty (20) hours per week for the duration of at least one (1) year.

1. Contractor shall pay hired PA Recipients at least the legally mandated minimum wage.

2. Contractor may meet the requirements of this Rider through the hiring of PA Recipients by its subcontractors.

3. Positions of employment may be at any site or within any program operated by the Contractor.

4. In the event a PA Recipient hired by a Contractor is not retained for one (1) full year, the Contractor must hire and retain another PA Recipient for the remainder of the year in order to be credited for making one (1) required hire. When the Contractor replaces a hired PA Recipient before one (1) year has passed, this replacement will not count as an additional employee toward fulfilling Contractor's hiring requirement.

5. Contractor shall seek to retain hired PA Recipients beyond the one (1) year requirement of this Rider. In accordance with **Subsection H(3)** below, if Contractor retains a PA Recipient hired pursuant to this Rider beyond one (1) year, Contractor may qualify for a full or partial exemption of its hiring requirements in the subsequent year.

C. Business Link will consult with Contractor to assess Contractor's employment needs and minimum job qualifications, as determined by Contractor. Business Link will make referrals appropriate to those needs. Within ten (10) calendar days of the commencement date and any subsequent anniversary date of the start date of this Contract, the Contractor shall submit (i) all Contract information where the counterparty is HRA, DHS, or ACS; and (ii) contact information for the Contractor's primary human resources contact and his/her supervisor; an organization chart, job titles, duties and qualifications for the last three years of hires in Contractor's organization; and the estimated volume of annual hires.

D. Within thirty (30) calendar days of: (i) the commencement date of the Contract; or (ii) the date of program start (e.g., shelter opening), whichever date is later, and any subsequent anniversary date of the commencement date of this Contract, Contractor shall submit an implementation plan detailing how Contractor will meet the hiring requirements of this Rider. If necessary, Contractor may request the assistance of Business Link in developing its implementation plan; however, Contractor must still submit its implementation plan within thirty (30) calendar days of the Contract commencement date and subsequent anniversary dates. If Contractor is determined by HRA, in consultation with **[AGENCY]**, to be in compliance with this Rider during the previous Contract year, HRA will notify Contractor that it is not required to submit a new implementation plan.

E. Contractor shall send all documentation to: HRA's Business Link – Contractor Hiring Unit, located at 348 West 34th Street, New York, New York 10001. Documents may also be emailed to the Contractor Hiring Unit of Business Link at businesslink@hra.nyc.gov**.** Contractor shall submit any additional relevant information within ten (10) calendar days of a request from HRA. In consultation with [**Agency],** HRA will review Contractor's documentation to determine the required number of PA Recipients Contractor shall hire and the allocated timeframe in which to hire these PA Recipients.

F. Contractor shall begin instituting the implementation plan within ninety (90) calendar days of the Contract commencement date and shall notify HRA of potential job openings and their minimum job qualifications as determined by Contractor. As other job openings arise, Contractor shall send appropriate listings to HRA for the life of this Contract. Contractor may request the assistance of HRA in identifying potential employees. In such case, HRA will refer PA Recipients who meet Contractor's minimum qualifications as determined by Contractor for employment interviews.

G. If Contractor fails to hire the specified number of PA Recipients by the later of either (i) the timeframe mutually agreed upon between HRA and Contractor or (ii) six (6) months from the commencement date; or fails to pay and retain PA Recipients in accordance with the requirements specified above, HRA in consultation with **[AGENCY]** will notify Contractor in writing, indicating what deficiencies are to be remedied. Within ten (10) calendar days of its receipt of this notice, Contractor shall respond to **[AGENCY]** and HRA in writing, and must include a corrective action plan identifying with specificity the steps Contractor intends to take to remedy any deficiencies identified. HRA will investigate Contractor's compliance with its corrective action plan and shall inform **[AGENCY]** as to the Contractor's performance with its CAP. If the identified deficiencies are not addressed to the satisfaction of HRA and **[AGENCY]**, **[AGENCY]** shall assess the agreed upon liquidated damages based on the calculation in Paragraph G(1) for each day and for each PA Recipient not hired or compensated in accordance with the provisions of this Rider.

1. Daily liquidated damages per PA Recipient will be calculated as the quotient of:

$$\frac{\textbf{[(current minimum wage as of the commencement date and any subsequent anniversary date) * 20 hours per week * 52 weeks per year]}}{\textbf{365 days}}$$

2. **[AGENCY]** retains the option to require Contractor to directly pay to **[AGENCY]**, or to deduct from any payment due or to become due to Contractor, such amount as may be assessed for liquidated damages.

H. No later than ten (10) calendar days after the Contract commencement date and, for subsequent years, no later than the subsequent anniversary date of the commencement date of this Contract, Contractor may apply to HRA, for a complete or partial exemption from the requirements of this Rider. Any exemption granted will be effective for one (1) year only. Any application for an exemption must be in the form specified by HRA, accompanied by supporting documentation.

1. Contractor may qualify for a complete exemption if one (1) of the conditions below is demonstrated:

a. The annual Contract amount is less than two hundred fifty thousand dollars ($250,000.00) in annual value of personnel costs, excluding fringe benefits and other-than-personal-services (OTPS);

b. Contractor's workforce within New York City is less than twenty (20) employees;

c. Contractor possesses no vacancies and can demonstrate that no positions are reasonably foreseen to be available within one (1) year of the commencement or anniversary date of this Contract;

d. Contractor is a party to a valid collective bargaining agreement covering all of Contractor's entry-level positions and such agreement limits Contractor to a hiring pool which does not include PA Recipients; or

e. Complying with the hiring requirements of this Rider in any manner will cause extreme hardship.

2. Contractor may qualify for a partial exemption if one of the conditions below is demonstrated:

a. The specified number of PA Recipients to be hired exceeds 10% of Contractor's workforce located within New York City; or

b. A valid collective bargaining agreement covers some but not all entry-level positions and limits Contractor to a hiring pool which does not include PA Recipients.

3. Beginning with Year 2 of the Contract, Contractor may qualify for either a full or partial exemption from its yearly hiring requirements to the extent that Contractor can demonstrate that it hired the required number of PA Recipients during the previous year and that these hires remain employed by Contractor as of the anniversary date. Contractor shall submit all appropriate documentation when seeking an exemption based on a retained PA Recipient, including, but not limited to: payroll reports, pay stubs, and any other documentation HRA may require.

4. HRA will review Contractor's exemption request and will, in consultation and agreement with **[AGENCY]**, notify Contractor whether its exemption request is approved or denied. If Contractor's request is denied, Contractor shall: (i) within ten (10) calendar days of its receipt of notice from HRA, submit all documentation in accordance with **Section C**; and (ii) within thirty (30) calendar days of its receipt of notice from HRA, submit an implementation plan in accordance with **Section D**.

I. At the end of each fiscal year, the Contractor Hiring Unit of Business Link will in consultation with **[AGENCY]**, notify Contractor as to whether the hiring requirements were met. Where the Contractor has failed to meet the requirements, Contractor may seek a modification to waive its unmet requirements if Contractor can demonstrate that it has made best efforts to meet the hiring requirements of this Rider. Evidence that Contractor utilized best efforts to meet the hiring requirements of this Rider include, but are not limited to:

1. Contractor contacted Business Link for assistance in identifying potential employees and cooperated with Business Link to identify possible openings within Contractor's organization;

2. Contractor made efforts to interview PA Recipients for open positions; documentation of these efforts must include at a minimum:

a. The names, addresses, and telephone numbers for each PA Recipient interviewed,

and whether they were referred to Contractor by HRA;

b. Job description and specifications of the position a PA Recipient was interviewed for; and

c. An explanation detailing why any PA Recipients interviewed were rejected for that position.

PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[1] Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must

[1] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500 for a first violation, $750 for a second violation within two years of the first violation, and $1,000 for each succeeding violation within two years of the previous violation.

More Generous Polices and Other Legal Requirements

Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.