Office of Children and Family Services

# STATE OF NEW YORK LEGISLATIVE GRANTS FACE PAGE

| | |
|---|---|
| STATE AGENCY (Name & Address):<br><br>NYS Office of Children and Family Services<br>52 Washington Street<br>Rensselaer, NY 12144 | BUSINESS UNIT/DEPT. ID: CFS01/3400000<br><br>CONTRACT NUMBER:<br><br>AWARD NUMBER:<br><br>CONTRACT TYPE:<br>☑ Fixed Term Agreement |
| CONTRACTOR SFS PAYEE NAME:<br><br>CONTRACTOR DEPARTMENT OF STATE INCORPORATED NAME: | TRANSACTION TYPE:<br>☑ New |
| CONTRACTOR PRIMARY ADDRESS: | CONTRACTOR STATUS:<br><br>☐ Municipality, Code:<br>☐ Not-for-Profit |
| CONTRACTOR IDENTIFICATION NUMBERS:<br><br>NYS Vendor ID Number:<br>Federal Tax ID Number: | Charities Registration Number:<br><br>Exemption Status/Code:<br><br>☐ Sectarian Entity |
| CURRENT CONTRACT TERM:<br><br>From: To:<br><br>AMENDED TERM:<br><br>From: To: | CONTRACT FUNDING AMOUNT<br><br>CURRENT:<br><br>FUNDING SOURCE: ☑ State |

ATTACHMENTS PART OF THIS AGREEMENT:

Appendix A: Standard Clauses for NYS Contracts

Attachment B-1: Expenditure Based Budget

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

IN WITNESS THEREOF, the parties hereto have executed or approved this Legislative Contract on the dates below their signatures.

| CONTRACTOR: | STATE AGENCY: |
| --- | --- |
| _____ | Office of Children and Family Services |
| _____ | _____ |
| By: _____ | By: _____ |
| _____<br>Printed Name | _____<br>Printed Name |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

STATE OF NEW YORK

County of_____

On the ___ day of _____, ____, before me personally appeared_____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Legislative Contract.

(Notary)_____

Contract Number: #_____

**STATE OF NEW YORK**
**LETTER OF AGREEMENT FOR**
**LEGISLATIVE GRANTS $10,000 AND UNDER**

This State of New York Letter of Agreement ("Agreement") by and between the State of New York ("State") acting by and through the Office of Children and Family Services ("State Agency") and the Contractor as noted on the face page of this Agreement ("Recipient" and, together with the State, the "Parties") do hereby agree that this Agreement and all appendices and attachments make up the entire Agreement.

**STANDARD TERMS AND CONDITIONS**

**A. Performance:** The Recipient shall perform all services or work, as applicable, and comply with all provisions of the Agreement to the satisfaction of the State and the State Agency. The Recipient shall provide services or work, as applicable, and meet the agreed upon program objectives in accordance with the provisions of this Agreement, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**B. Funding:** Funding for the term of the Agreement shall not exceed the amount specified on the face page of this Agreement.

**C. Term:** The term of the Agreement is specified on the face page thereof, unless terminated sooner as provided herein, and may be extended subject to agreement by the Parties and compliance with applicable State law.

**D. Sub-recipients:** If the Recipient enters into sub-agreements for the performance of work pursuant to the Agreement, the Recipient shall take full responsibility for the acts and omissions of its sub-recipients. Nothing in the Recipient's sub-agreement(s) shall impair the rights of the State under the Agreement. No contractual relationship shall be deemed to exist between the sub-recipient and the State.

**E. Indemnification:** The Recipient shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Recipient or its sub-recipients pursuant to the Agreement. The Recipient shall indemnify and hold harmless the State, the State Agency and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Agreement.

**F. Legal Action:** No litigation or regulatory action shall be brought against the State, the State Agency, or against any county or other local government entity with funds provided under the Agreement. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State, the State Agency, or any county, or other local government entity.

**G. Grounds for Termination:**

1. Mutual Consent: The Agreement may be terminated at any time upon mutual written consent of the State, or the State Agency, and the Recipient.

2. Cause: The State, or the State Agency, may terminate the Agreement immediately, upon written notice of termination to the Recipient, if the Recipient fails to comply with any of the terms and



Contract Number: #_____

conditions of either Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to either Purchase Order Agreement.

3. Non-Responsibility: The State, or the State Agency, may make a final determination that the Recipient is non-responsible. In such event, the State, or the State Agency, may terminate the Agreement at the Recipient's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

4. Convenience: The State, or the State Agency, may terminate the Agreement in its sole discretion upon thirty (30) calendar days' prior written notice.

5. Lack of Funds: If for any reason the State terminates or reduces its appropriation to the applicable State Agency entering into the Agreement or fails to pay the full amount of the allocation for the operation of one or more programs funded under the Agreement, the State Agency, may at its discretion, terminate or reduce the Agreement, provided that no such reduction or termination shall apply to allowable costs already incurred by the Recipient where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Recipient that are not subject to allowable costs already incurred by the Recipient shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Agreement. The Recipient acknowledges that any funds due to the State Agency or the State because of disallowed expenditures after audit shall be the Recipient's responsibility.

6. Force Majeure: The State, or the State Agency, may terminate or suspend its performance under the Agreement immediately upon the occurrence of a "force majeure." For purposes of the Agreement, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

**H. Notice of Termination:**

1. Service of notice: Written notice of termination shall be sent by (i) personal messenger service; or (ii) certified mail, return receipt requested and first class mail.

2. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Recipient, and shall be established as follows: (a) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Recipient or by affidavit of the individual making such hand delivery attesting to the date of delivery; or (b) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or (c) if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

**I. Effect of Notice and Termination on State's Payment Obligations:**

1. Upon receipt of notice of termination, the Recipient agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without written approval of the State Agency.

2. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Agreement. In no event shall the State be liable for expenses and obligations arising from the requirements the Agreement after its termination date.

**J. Notices of Matters Not Related to Termination:** All notices, except for notices of termination, shall be in writing and shall be transmitted either:

1. by certified or registered United States mail, return receipt requested;

2. by facsimile transmission;

3. by personal delivery;

4. by expedited delivery service; or

5. by electronic mail.

**K. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, the Recipient agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Recipient shall immediately notify the State Agency, in writing, of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Recipient, any sub-recipient or program participant funded through the Agreement, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Recipient; or other matters of a similarly serious nature.

**L. Suspension:** The State, or the State Agency, may, in its discretion, order the Recipient to suspend performance for a reasonable period of time. In the event of such suspension, the Recipient shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Recipient shall comply with the particulars of the notice. The State, or the State Agency, shall have no obligation to reimburse Recipient's expenses during such suspension period. Activities may resume at such time as the State, or the State Agency, issues a formal written notice authorizing a resumption of performance under the Agreement.

**M. Confidentiality:** The Recipient agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Agreement, or any other information, data or records marked as, or reasonably deemed, confidential by the State or State Agency ("Confidential Information") only for the limited purposes of the Agreement and in conformity with applicable provisions of State and Federal law. The Recipient understands and agrees that it (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**N. Publicity:**

1. "Publicity" shall mean, but not be limited to, news conferences, news releases, public announcements, advertising, brochures, reports, discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Agreement may not be

published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Recipient and do not necessarily represent the opinions, interpretations or policy of the.

3. Notwithstanding the above, (i) if the Recipient is an educational institution, the Recipient may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Agreement and the Recipient agrees to provide copies of any manuscripts arising from Recipient's performance under the Agreement, or if requested by the State. The Recipient shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Recipient is not an educational institution, the Recipient may submit for publication, scholarly or academic publications that derive from activity under the Agreement (but are not deliverable under the Agreement), provided that the Recipient first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section S(2) hereof.

**O. Appendix A:** Appendix A Standard Clauses for New York State Contracts, attached hereto, is hereby fully incorporated into this agreement

**P. Severability:** Any provision of the Agreement that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Agreement shall attempt in good faith to reform the Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**Q. Scope of Work and Budget:** The scope of work and budget of this agreement are defined in Attachments, B-1 Expenditure Based Budget, Attachment C – Work Plan, and Attachment D Payment and Reporting Schedule. Recipient agrees that the scope of work is in accordance with the Legislative Letter of Intent and will be for the duration of this Agreement.

**R. Additional Clauses**

**1. Executive Order Number 38**

Executive Order Number 38 sets Limits on State-Funded Administrative Costs & Executive Compensation. Contracts, payment requests and reporting must comply with this Executive Order. The Order can be found at the following website address:
https://www.governor.ny.gov/executiveorder/38

**Legal Notice**: Based upon the April 8, 2014 decision in Agencies for Children's Therapy Services, Inc. v. New York State Department of Health, et al. ("ACTS"), covered providers conducting business in Nassau County need not file Executive Order 38 disclosures. For purposes of this notice, "conducting business" means having a place of business within Nassau County, providing program services or administrative services involving the use or receipt of State funds or State-authorized payments within Nassau County, or otherwise conducting business within Nassau County in relation to which executive compensation is paid. Please note that the ACTS decision is under appeal. Those

affected by the ACTS' decision should periodically check the EO 38 website for updates regarding any changes to this notice.

**2. Personnel**

It is the policy of the State Agency to encourage the employment of qualified applicants for, or recipients of public assistance by both public organizations and private enterprises that are under contractual AGREEMENT to the State Agency for the provision of goods and services. Contractors will be expected to make best efforts in this area.

**3. General Terms and Conditions**

a. If the Recipient intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Recipient shall report such intentions to the State Agency forthwith and shall be subject to the direction of the State Agency as to the disposition of such revenue.

b. Any interest accrued on funds paid to the Recipient by the State Agency shall be deemed to be the property of the State Agency and shall either be credited to the State Agency at the close out of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

c. The Recipient agrees that funds paid to it under this Agreement will not be utilized to complete projects or work plans for which the Recipient received, intends to receive, or is already receiving other State or federal funds.

d. By signing this contract, the Recipient certifies that within the past three years the Recipient has engaged in no actions that would establish a basis for a finding by the State agency that the Recipient is a non-responsible vendor or, if the Recipient has engaged in any such action or actions, that all such actions have been disclosed to the State Agency prior to entering into this contract. The actions that would potentially establish a basis for a finding by the State Agency that the Recipient is a non-responsible vendor include:

- The Recipient has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Recipient has had a claim, lien, fine, or penalty imposed or secured against the Recipient by a governmental agency.
- The Recipient has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Recipient.
- The Recipient has been issued a citation, notice, or violation order by a governmental agency finding the Recipient to be in violation of any local, state or federal laws.
- The Recipient has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Recipient to be in violation of any local, state or federal laws is pending before a governmental agency.
- The Recipient has not paid all due and owed local, state and federal taxes to the proper authorities.
- The Recipient has engaged in any other actions of a similarly serious nature.

Where the Recipient has disclosed any of the above to the State agency, the State agency may require as a condition precedent to entering into the contract that the Recipient agree to such additional conditions as will be necessary to satisfy the State agency that the vendor is and will remain a responsible vendor. By signing this contract, the Recipient agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the Recipient also agrees that during the term of the contract, the Recipient will promptly notify the State agency if the Recipient engages in any actions that would establish a basis for a finding by the State agency that the Recipient is a non-responsible vendor, as described above.

e. Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by the State agency and the results of such testing must be satisfactory to the State agency before web content will be considered a qualified deliverable under the contract or procurement.

f. Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with State financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with State financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such State financial assistance.

**4. <u>Confidentiality and Protection of Human Subjects</u>**

The Recipient agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Recipient shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Recipient, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

**5. <u>Publications and Copyrights</u>**

Unless this AGREEMENT specifically provides otherwise, any and all copyrightable material or work products created or produced by the Recipient under this AGREEMENT shall be considered ‘work for hire’ or ‘work produced for the State Agency’ by the Recipient and shall be owned exclusively by the State Agency and the State. The State and the State Agency will, and expressly reserve the right to, hold the copyright to any and all copyrightable material or work products created or produced by the Recipient under this AGREEMENT unless otherwise agreed upon in writing by the Parties. The Recipient will neither claim nor assert any interest, proprietary or otherwise, in any copyrightable materials or work product created or produced by the contractor under this AGREEMENT. The Recipient acknowledges that it has no interest, proprietary or otherwise, in any copyrightable materials or work product created or produced under this AGREEMENT.

The Recipient hereby warrants that any copyrightable material or work products created or produced by the Recipient under this AGREEMENT contain no libelous or unlawful statements or materials and that it will not infringe on any copyright, trademark, patent, statutory or other proprietary rights of others.

The Recipient hereby agrees that it will not use, publish, permit to be published or distribute for use any copyrightable material or work products created or produced by the Recipient under this AGREEMENT without the prior written permission of the State Agency.

## 6. Recipient Compliance

The State or State Agency shall have the right to audit or review the Recipient's performance and operations as related to this AGREEMENT and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the State or State Agency's behalf. If the review indicates that the Recipient has violated or is in non-compliance with any of the terms of the AGREEMENT or with any state or federal law, rule or regulation, or has abused or misused the funds paid to the Recipient under the Agreement, the Recipient agrees to pay to the State or State Agency any costs associated with the review.

If the review indicates that the Recipient has violated or is in non-compliance with any of the terms of the AGREEMENT or any applicable state or federal law, rule or regulation, or has abused or misused funds paid to the Recipient, or if the Recipient has violated or is in non-compliance with any term of any other agreement with the State or State Agency, or has abused or misused funds paid to the Recipient under any other agreement with the State or State Agency, the rights of the State or State Agency shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Recipient shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Recipient will assist the State Agency in transferring the operation of the contracted services to any other entity selected by the State Agency in a manner that will enable the State Agency or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the State or the State Agency from taking actions otherwise available under the law including but not limited to the State's "Set-Off Rights" and "Records" provisions contained in Appendix A (Standard Clauses for all New York State Contracts) which is incorporated herein.

The Recipient agrees to cooperate fully with any audit or investigation the State Agency or any agent of the State Agency may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Recipient shall also allow the NYS Attorney General, State Comptroller, the State Agency, and any representatives specifically directed by the State Comptroller or the State Agency to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Recipient. The State Agency will return all such books, records and documents to the Recipient upon completing the official purposes for which they were taken.

The Recipient agrees that all AGREEMENTS between the Recipient and a sub-recipient or consultants for the performance of any obligations under the AGREEMENT will be by written agreement (sub-agreement) which will contain provisions including, but not limited to, the above specified rights of the State Agency.

## 7. Fiscal Sanction

In accordance with the State Agency's Fiscal Sanction policy, Recipients may be placed on fiscal sanction when the State Agency identifies any of the following issues:

- The Recipient has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the State Agency within the established timeframe;
- A State Agency, Office of the State Comptroller, or other audit identifies significant fiscal irregularities and/or that funds are due to the State agency;
- The Recipient has not provided satisfactory services as required under the terms of this or another State agency agreement;
- The Recipient has not provided fiscal or program reports as required under the terms of this or another State Agency agreement;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Recipient;
- The Recipient is not in compliance with State or federal statutes or regulations, or applicable State Agency guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Recipient and funded under an agreement with the State agency.

Once the Recipient has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Recipient will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by the State agency may be referred to the Attorney General (AG) for collection or legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The Recipient will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

## 8. Additional Assurances

a. The State Agency and Recipient agree that Recipient is an independent Recipient, and not an employee of the State Agency. The Recipient agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only the State Agency) injured by the negligent acts or omission of Recipient, its officers and/or employees or subcontractors or sub-recipients. Furthermore, The Recipient agrees to indemnify, defend, and save harmless the State, and its officers, agents, and employees, and the State Agency, and its officers, agents and employees, from any and all claims and losses occurring or resulting to any and all Recipient, sub-recipients, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of the Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement

b. Expectation of Insured: The Recipient, if a municipal corporation, represents that it is a self-insured entity. If it is a not-for-profit corporation or entity other than a self-insured municipal corporation, the Recipient agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Recipient agrees that it will require any and all sub-recipients with whom it sub-contracts pursuant to this Agreement to obtain and maintain a general policy of liability insurance in an appropriate amount.

# APPENDIX A

# STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT**
**FOR FUTURE REFERENCE.**

January 2014

Contract Number: #_____

# TABLE OF CONTENTS


| | | Page |
|---|---|---|
| 1. | Executory Clause | 3 |
| 2. | Non-Assignment Clause | 3 |
| 3. | Comptroller's Approval | 3 |
| 4. | Workers' Compensation Benefits | 3 |
| 5. | Non-Discrimination Requirements | 3 |
| 6. | Wage and Hours Provisions | 3 |
| 7. | Non-Collusive Bidding Certification | 4 |
| 8. | International Boycott Prohibition | 4 |
| 9. | Set-Off Rights | 4 |
| 10. | Records | 4 |
| 11. | Identifying Information and Privacy Notification | 4 |
| 12. | Equal Employment Opportunities For Minorities and Women | 4-5 |
| 13. | Conflicting Terms | 5 |
| 14. | Governing Law | 5 |
| 15. | Late Payment | 5 |
| 16. | No Arbitration | 5 |
| 17. | Service of Process | 5 |
| 18. | Prohibition on Purchase of Tropical Hardwoods | 5-6 |
| 19. | MacBride Fair Employment Principles | 6 |
| 20. | Omnibus Procurement Act of 1992 | 6 |
| 21. | Reciprocity and Sanctions Provisions | 6 |
| 22. | Compliance with New York State Information Security Breach and Notification Act | 6 |
| 23. | Compliance with Consultant Disclosure Law | 6 |
| 24. | Procurement Lobbying | 7 |
| 25. | Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors | 7 |
| 26. | Iran Divestment Act | 7 |

## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of



Contract Number: #_____

any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION**. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,



Contract Number: #_____

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. <u>CONFLICTING TERMS</u>.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. <u>GOVERNING LAW</u>.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. <u>LATE PAYMENT</u>.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. <u>NO ARBITRATION</u>.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. <u>SERVICE OF PROCESS</u>.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.



Contract Number: #_____

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded



Contract Number: #_____

the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.



Contract Number: #_____

Attachment B-1

**Expenditure Based Budget**

For each Expense Category funded by this contract, include the following: a list of the items for each Expense Category **(include computations where applicable)** and a brief explanation of each item as it relates to the project.

| **EXPENSE CATEGORY**<br>(Enter Explanation and Computation on appropriate line) | **ENTER AMOUNTS CHARGED TO CONTRACT** | **TOTAL AMOUNT** |
|---|---|---|
| **Personnel Expenses (Name & Title) Include computation** | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Subtotal | $0 |
| **Fringe Benefits & Payroll Taxes** | | $0 |
| **Equipment & Supplies - Itemized and include computation** | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Subtotal | $0 |
| **Contractual and/or Consultants - Itemized and include computation** | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Subtotal | $0 |
| **Other Expenses (Travel, utilities, postage, etc.)**<br>Include computations for each item of expense | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Subtotal | $0 |
| | **Total Contract Amount** | $0 |

Contract Number: #_____

# ATTACHMENT C – WORK PLAN

PROJECT TITLE: _____

WORK PLAN DETAIL:

| Provide an overview of the project including goals, tasks, desired outcomes and performance measures: |
| --- |
| |



Contract Number: # _____

## Summary of Organizational Information

| Address:<br>(Include Street, City, State, Zip Code) | Mailing | Payment | Site | Agency Record |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Contact Person(s):**

| Key Contacts | Name | Address | Telephone & E-Mail Address ** | Authorized to Sign Contracts | Authorized to Sign Vouchers |
|---|---|---|---|---|---|
| Board Chairperson | | | | ☐ | ☐ |
| Chief Administrative Officer[1] | | | | ☐ | ☐ |
| Contract Contact | | | | ☐ | ☐ |
| Chief Fiscal Officer | | | | ☐ | ☐ |

****An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.**

Contract Number: #_____

[1] The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall administration, eg. Executive Director, County Executive, or Agency Commissioner

OCFS-4555 (Rev. 04/2016)

New York State
Office of Children and Family Services

# Non-Discrimination/Non-Sectarian Compliance

**Agency Name** _____

| | | Yes | No |
|---|---|---|---|
| a. | According to the Certificate of Incorporation, are the organization's purposes sectarian? (For example, is the organization a corporation organized under the religious corporation law or a corporation which has a corporate purpose to serve a particular religious group or to promote the doctrine of a particular religion in general?) | ☐ | ☐ |
| b. | Are any of the proposed services in your project sectarian in nature? | ☐ | ☐ |
| c. | Does the organization have as its goal the furthering of any sectarian purpose? | ☐ | ☐ |
| d. | Are the services to be provided by sectarian staff? (e.g. Clergy) | ☐ | ☐ |
| e. | Are services being delivered in a building owned by a sectarian organization? | ☐ | ☐ |
| f. | Are services direct educational services in connection with a school? | ☐ | ☐ |
| g. | Will the proposed services be provided on the basis of race, religion, color, national origin or sex? | ☐ | ☐ |

h. What is the target population of the organization?

i. What will the organization do if individuals who are not part of your target population ask for services?

j. Will the organization serve, either through direct services or referrals, all who request assistance? ☐ ☐

**If the answer(s) to any of the questions a-e, or g, are "yes", then justify why you should be funded below.**

## ORGANIZATION INFORMATION

For statistical purposes, check yes or no for each of the following items as it relates to your organization.

| | | | | | |
|---|---|---|---|---|---|
| Non-Profit Organization | Yes ☐ | No ☐ | Women-Owned Business | Yes ☐ | No ☐ |
| Minority Business | Yes ☐ | No ☐ | Municipality | Yes ☐ | No ☐ |
| Small Business | Yes ☐ | No ☐ | Service-Disabled Veteran-Owned Business | Yes ☐ | No ☐ |

Contract Number: # _____

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

# BOARD OF DIRECTORS PROFILE

**Must be completed**, **signed** by the Board Chairperson or designee, and included in application.
See Instructions on Page 2 of this form.

AGENCY NAME: _____

| Name, Address, and E-Mail | Current Occupation And Current Employer | Position On The Board |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |

The number of directors constituting the entire Board must not be less than three. The Office advises a manageable number of Board Directors to assure maximum working effectiveness. Of this number, the Office recommends Board composition to include individuals with experience in, or access to, legal matters, financial management, real estate knowledge, and administrative capability and "consumer" representation.

_____ _____
**Date** **Chairperson, Board of Directors (or designee)**

Contract Number: #_____

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

# Board of Directors Profile
# Not-For-Profit Organizations

## INSTRUCTIONS FOR BOARD OF DIRECTORS PROFILE FORM

The Board of Directors Profile Form, OCFS-4552, must be completed. This includes Name, Address, E-mail, Current Occupation and Employer, Position on the Board and Board Chairperson's signature and date (or the signature of the Board Chairperson's designee).

The outlined points noted below must be followed with regard to the Board of Directors for Not-For-Profit Organizations.

- **For the purposes of this Request for Proposal, the number of members on the Board of Directors must not be less than three (3).** .
- Be sure ALL columns are filled in for each Board Member; list both occupation and employer for each Board Member. If one or more Board Members are retired, or otherwise not employed (ex.: "Community Volunteer", or "Homemaker"), please note that status in the second column as well as their previous or current occupation. If the Board Member is self-employed, the name and nature of their business must be included.
- Where the corporation is licensed by OCFS to operate residential facilities for victims of domestic violence, no board member (including non-voting, ex-officio members) of the corporation may be a paid employee of the applicant organization. This provision is non-waivable, and applies even if the contract in question is for an activity other than the operation of a residential facility for victims of domestic violence. If the Board of Directors Profile submitted lists a paid employee as a member of the Board of Directors, the contract cannot be approved until that individual is removed from the Board of Directors Profile.
- No paid employee of a corporation requiring OCFS approval to incorporate may sit on the agency's Board, except that the CEO of a voluntary authorized agency may be a non-voting member of the board. There is no waiver available for this scenario. If the Board of Directors Profile for a voluntary authorized agency lists a paid employee other than the CEO as a member of the Board of Directors, the contract cannot be approved until that individual is removed from the Board of Directors Profile. If the Board of Directors Profile for a voluntary authorized agency lists a CEO as a member of the Board of Directors, and does not specify that the CEO is a non-voting Board member, the contract cannot be approved until the status of the CEO as a non-voting Board member is specified in the Board of Directors Profile.
- Board members must avoid transactions involving the applicant organization in which they personally benefit or which create the appearance that they could personally benefit. Board members who are employed by government organizations must avoid situations in which they could use their official position or capacity for the benefit of the applicant organization or which create the appearance that they could use their official position or capacity for the benefit of the applicant organization. As such, OCFS will examine situations where social services district or other county employees serve as members on a corporation's Board of Directors. OCFS will determine whether a conflict of interest or appearance of impropriety exists, and how, if at all, it can be rectified such that the individual can remain on the Board of Directors.
- For any board member employed by the local social services district or other county government agency whose Board of Directors services presents a potential conflict of interest or appearance of impropriety, a letter must be submitted with this application from the County Ethics Board, County Attorney or other appropriate local entity, stating that their service on the board does not constitute a conflict or otherwise violate applicable ethics provisions. OCFS will review the information submitted and advise the applicant organization accordingly. OCFS may request additional information in instances in which the potential for a conflict of interest or appearance of impropriety arises.
- You can attach a board listing, using a different form, as long as you use the OCFS form as your first page, entering "See Attached List": under number 1, and entering your agency name, date, and Board Chairperson's signature on the OCFS form.
- If you attach a board listing, using a different form, make sure all the required information on the OCFS form is conveyed on the attached form.

Contract Number: # _____

Key Personnel Profile (must relate to Budget)

| Name and Title | Job Duties | Name and Title of Supervisor |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Contract Number: #_____

**ATTACHMENT D**
**PAYMENT AND REPORTING SCHEDULE**

## I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B-1 form (Expenditure Based Budget) which is attached hereto.

### A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of up to forty percent (40 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (100 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

### B. Interim and/or Final Claims for Reimbursement

Claiming Schedule:

☑ Scheduled Reimbursement

Due date/Frequency no later than 30 days after the end of the contract term/single claim

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports:

☑ Expenditure Report

The Contractor will submit no later than 30 days after the end date of the contract term.

# Consultant Agreement

**(Complete ONLY if award is used to pay Consultant Expenses)**

I, _____, agree to provide the services described below on a consultant basis to _____ _____. It is understood that as a consultant, no taxes or fringe benefits of any kind are being withheld by the agency names above.

**Description of Service** (attach work plan if appropriate):

**Date(s) of Service:**

**Cost of Service and Payment Schedule:**

| Hours Per Session | Frequency of Payment | Number of Sessions | x | Rate of Pay | Total Amount |
|---|---|---|---|---|---|

**Term of This Agreement:**

_____ _____

_____ _____

**(Consultant Signature)** **(Date)**

_____

**(Printed Name)**

_____ _____

**(Agency Signature)** **(Date)**

_____

**(Printed Name)**

Contract Number: # _____

# Required Attachments (Checklist)

Please take a moment to review and check to see that all contract related items on this page are included as part of your **complete** application package.

## Required for all contracts:

☒ New York State Vendor Prequalification/Vendor Integrity Questionnaire: All vendors with grant awards **exceeding** $5,000 must prequalify online in the new Grants Gateway in order to contract with the State of New York. Registration forms are available at www.grantsreform.ny.gov. Questions regarding Prequalification should be emailed to grantsreform@budget.ny.gov, with 'Prequalification' in the subject line.

☒ Vendors with grants awards $5,000 and below must submit a completed Vendor Integrity Questionnaire (VIQ) with their application. VIQ forms are available at: http://grantsreform.ny.gov/sites/default/files/docs/Small-Vendor-Integrity-Questionnaire.pdf

☒ New York State Vendor ID – For information on managing vendor records to update address for payment, visit the NYS Office of the State Comptroller's website at http://www.osc.state.ny.us/vendors.
For information on the Statewide Financial System, (SFS), visit: www.sfs.ny.gov.

☒ Charities Registration – Application, Registration and Registration Exemption forms can be found at: www.charitiesnys.com Questions regarding these forms can be directed to the NYS Department of Law-Charities Registration Bureau at 212-416-8401. Not Required if Prequalified in Grants Gateway.

☒ Photocopy of Certificate of Incorporation, and **ALL** Amendments to the Certificate. If previously submitted with past application to OCFS or as part of the Prequalification process check applicable box below:

☐ Certificate of Incorporation previously submitted under contract# _____

☐ Amendment to Certificate of Incorporation previously submitted under contract# _____

☐ Uploaded to Document Vault in Grants Gateway

☒ Organization Chart – show the project to be funded with this award within the context of your entire Agency.

Awards $5,000 or Less: Submit hardcopy chart with application.
Awards Exceeding $5,000: Upload chart to Document Vault within Grants Gateway.

## Required, as applicable (check all that are attached):

☐ Three price quotes (telephone/advertisements) for equipment costing $1,000 – $5,000 and a Statement indicating which vendor has been selected.

☐ Three written price quotes/bids for equipment costing in excess of $5,000, and a statement indicating which vendor has been selected. (If bids are not available at the time you are submitting the application, they must be submitted before payment.)

☐ Three price quotes/bids on contractor's letterhead for construction/renovation work if the work is for $5,000 or more per job, and a statement indicating which contractor has been selected. (If quotes are not available at the time you are submitting the application, they must be submitted before payment).

☐ Photocopy of contract(s) or rental lease(s).

☐ License (day care, after-school, etc.)

☐ Consultant Agreement(s), signed and dated by both the consultant and contractor.

**All required items must be submitted as one package; this includes the completed application package, and all applicable attachments indicated above. Incomplete packages will not be processed until all components are received.**

Contract Number: #_____