

**RFA # 1402140135**

**New York State Department of Health  
Office of Health Insurance Programs  
Division of Long Term Care**

**Request for Applications**

***The New York State  
Balancing Incentive Program  
Innovation Fund***

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***KEY DATES***

<b>Release Date:</b>	<b>March 21, 2014</b>
<b>Questions Due:</b>	<b>April 4, 2014</b>
<b>Applicant Teleconference/Webinar Registration:</b>	<b>April 4, 2014</b>
<b>Applicant Teleconference/Webinar:</b>	<b>April 8, 2014 10:00 a.m. to 11:00 a.m.</b>
<b>Questions, Answers and Updates: Posted (on or about):</b>	<b>April 15, 2014</b>
<b>Applications Due:</b>	<b>May 7, 2014 by 5:00 p.m.</b>

**DOH Contact Name & Address:**

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# I. Introduction

## A. Program Description

The New York State Balancing Incentive Program (BIP) provides an unprecedented opportunity to make strategic investments in non-institutional Long Term Services and Supports (LTSS). BIP aligns with the guiding principles of New York's Medicaid Redesign Team (MRT) initiatives and the *Olmstead Decision* to reach the maximum number of people, in the most integrated setting and cost effective manner.

New York State's BIP plan has allocated approximately **\$45 million** in Innovation Fund Grants to mitigate barriers to community-based care in all regions of the State for Medicaid beneficiaries with a disability. The focus of the BIP Innovation Fund is to:

- Increase the number of individuals served in non-institutional settings;
- Improve access to community-based LTSS services;
- Ensure stakeholders have a dynamic role in creating service solutions that have a lasting impact on regional LTSS delivery system; and,
- Promote provider expertise by offering opportunities to “think differently” about how to best address barriers in transitioning from institutional to community-based settings, or assisting individuals to remain living within their communities.

## B. Background/Intent

Authorized by Section 10202 of the Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-148), BIP is an optional program which provides enhanced Federal Medical Assistance Percentages (FMAP) to qualifying states.

The New York State Department of Health collaborated with the New York State Office for People with Developmental Disabilities, the New York State Office for the Aging, and the New York State Office of Mental Health to submit a BIP application to the Centers for Medicare and Medicaid Services (CMS) in December 2012. The State's application was approved, and on March 15, 2013, New York State was awarded \$598.7 million.

As part of BIP, states must implement three structural changes in their systems of community-based LTSS:

- Establish a No Wrong Door/Single Entry Point (NWD/SEP) eligibility determination and enrollment system;
- Develop Core Standardized Assessment Instruments for determining eligibility for non-institutionally-based LTSS; and,
- Develop a Conflict-Free Case Management System.

In addition, states must implement an action plan designed to rebalance spending on LTSS from institutions to the community. Specifically, New York's participation in BIP will require the State to increase the ratio of expenditures on community-based care versus institutional care. The State is

committed to channeling this significant investment into enhancing community-based services and supports and will do so by leveraging its robust system of long term care.

As reports and research indicate, most people want to receive medical services and assistance with their functional needs in their own homes and communities. Often it is more efficient and effective to provide such services in these settings. The establishment of the BIP Innovation Fund is intended to support programs offering service solutions that align with this preference and foster community inclusion.

### **C. Issue to be Addressed**

While New York's LTSS are extensive, they also present inherent challenges when seeking to redistribute resources from institutional to community-based settings; both the individual needs and services are complex. Therefore, the BIP Innovation Fund offers a unique opportunity to engage New York's broad network of highly qualified providers, advocates and community leaders in developing systemic improvements that address barriers encountered when providing community-based LTSS across all populations of Medicaid beneficiaries in New York State.

### **D. Use of Funds**

Innovation Grant projects must meet BIP requirements as follows:

- Service recipients **must be** Medicaid beneficiaries.
- Funds **must be** spent on community-based care that increases offerings, choice or access to non-institutional LTSS.
- Funds **must support** an allowable Medicaid expense

Innovation Grant Funds **may be** used for the following:

- To support salaries and stipends, fringe benefits, supplies, equipment, subcontractor and consultant costs, travel, and other expenses.
- Administrative costs are allowed, but **must be** limited to a maximum of 10 percent of modified total direct costs.
- Communication costs, meeting costs, publication expenses.

Funds **may not** be used for any of the following:

- Capital costs such as brick and mortar projects or to supplement existing General Funds.
- To duplicate existing LTSS or increase institutional capacity.
- To match any other Federal funds.
- To provide services, equipment, or supports that are the legal responsibility of another party under Federal or State law (e.g., vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
- To supplant existing State, local, or private funding of infrastructure or services such as staff salaries for programs and purposes other than those disclosed in the application.

Applications in response to this RFA should address any topic or issue within the above-mentioned parameters.

### **E. Grant Period**

Innovation Fund grants will be awarded on a competitive basis. All proposals must be submitted by May 7, 2014 at 5:00 p.m. All funding decisions will be made following the completion of application review and appropriate approvals.

The 16 month contract period for BIP Innovation Fund demonstration projects is expected to begin on June 1, 2014 and end on September 30, 2015.

### **F. Available Funds**

There is \$45 million in available funds to be distributed among the final selected applicants to this RFA. All awards will be financed by the New York State BIP Innovation Fund. Awards will be selected contingent upon the quality of the applications received as well as the size and scope of the proposed projects. A range of funding amounts will be considered. Awards will be made until funds are exhausted.

## **II. Who May Apply**

Entities eligible to apply for the New York State BIP Innovation Fund include not-for-profit agencies and organizations as well as local government entities and consumer advocacy groups. By the time of submission, the applicant must be registered as a qualified Vendor and have a confirmed NYS Vendor Identification Number (see Section IV, J).

For-profit entities **are not** eligible for this funding opportunity.

Collaborations will require Letters of Agreement specifying services, fees and responsibilities which comprise of the partnership(s) to be formed in completing the project. Subcontracting and collaborating organizations may include public and not-for-profit entities within New York State. For those applicants that propose subcontracting, it is preferable to identify subcontracting agencies during the application process. Applicants that plan to subcontract are expected to state in the application the specific components of the scope of work to be performed through subcontracts.

Entities that submit applications must be able to show they will have the ability to verify an individual's Medicaid status in New York State.

## **III. Project Narrative/Work Plan Outcomes**

### **A. General Expectations**

BIP proposals must meet the following three-part test:

- Does the proposal increase offerings of or access to non-institutional LTSS?
- Does the proposed expansion/enhancement of offerings/access reach Medicaid beneficiaries?

- Is the proposal something that Medicaid funds can typically be spent on (i.e. the proposal does not involve a prohibited use of Medicaid funding)?

A successful application will:

- Define the scope of the project and the specific issue(s) to be addressed;
- Specify the significance and impact of the change to the LTSS delivery system;
- Provide a proposed budget, and delineate cost savings over traditional institutionalized care;
- Provide a work plan that corresponds with the Grant Disbursement Agreement period, including all costs between June 1, 2014 and September 30, 2015;
- Explain how the project will be sustained in the future (post award) if desired; and
- Include an explanation of how the applicant will identify, track and maintain a record of Medicaid beneficiaries served through the project.

Applicants must demonstrate how the proposed innovation will impact rebalancing in New York State through one or more of the following BIP-related goals:

- Increase in the number of services and/or improvement in access to community-based services;
- Identify barriers to home and community-based care, and effectively mitigate the identified barriers to meet the needs of the individuals served;
- Increase capacity and/or service utilization of existing programs; and
- Increase opportunities that make it possible for individuals to remain in their homes and communities or transition out of institutional settings.

## **B. Deliverables**

The Applicant will:

- Specify the measurable desired outcome(s) for the project;
- Submit a project work plan that specifies the timeframe for each milestone of the project from design phase through the project funding end date;
- Specify the methodology for how the project will be evaluated;
- Define how the project will be managed and funded post award;
- Provide an organizational overview or schematic of the key project team members;
- Submit required financial and progress outcome reports within required timeframes as defined by DOH; and
- Submit a final project evaluation report three months post project.

Anticipated Time Frame:

- The anticipated start date for the 16-month grant contracts awarded through this project is June 1, 2014.
- The funding end date for the BIP project is September 30, 2015.
- Final project evaluations will be due to the Department on December 30, 2015.

## IV. Administrative Requirements

### A. Issuing Agency

This RFA is issued by the New York State Department of Health, Office of Health Insurance Programs, Division of Long Term Care. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

### B. Question and Answer Phase

All substantive questions must be submitted by electronic mail to the following e-mail address, [BIP@health.state.ny.us](mailto:BIP@health.state.ny.us), with "Innovation Fund RFA" in the subject line.

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until the date posted on the cover of this RFA.

Prospective applicants should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application.

Questions of a technical nature can be addressed in writing or via telephone by calling Roberta Adams at (518) 474-5519. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

This RFA has been posted on the Department's public website at: <http://www.health.ny.gov/funding/> and the NYS Grants Gateway website at: [https://www.grantsgateway.ny.gov/IntelliGrants\\_NYSSGG/module/nysgg/goportals.aspx](https://www.grantsgateway.ny.gov/IntelliGrants_NYSSGG/module/nysgg/goportals.aspx). Questions and answers, as well as any updates and/or modifications, will also be posted on these websites. All such updates will be posted by the date identified on the cover sheet of this RFA.

### C. Applicant Conference

An Applicant Teleconference/Webinar will be held for this project on April 8, 2014 from 10:00 a.m. to 11:00 a.m. There will be call-in directions provided for this teleconference in advance of the date. Call details will be posted on the Department's website, the MRT website and via the MRT listserv.

### D. How to file an application

Applications must be **received** at the following address by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted.\*

**KAREN M. AMBROS  
OHIP/DLTC  
NYS DEPARTMENT OF HEALTH  
CORNING TOWER – ROOM 1913  
ALBANY, NEW YORK 12237**

Applicants must submit **2 original**, signed applications, **4 copies** and an electronic PDF copy of the application with all attachments on a CD or USB flash drive. Application packages should be clearly labeled with the RFA name and number as listed on the cover of this RFA document. **Applications will not be accepted via fax or e-mail.**

\* It is the applicant's responsibility to see that applications are delivered to the address above, prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

### **E. Department of Health's Reserved Rights**

The Department of Health reserves the right to:

- 1) Reject any or all applications received in response to this RFA.
- 2) Withdraw the RFA at any time, at the Department's sole discretion.
- 3) Make an award under the RFA in whole or in part.
- 4) Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
- 5) Seek clarifications and revisions of applications.
- 6) Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
- 7) Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- 8) Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
- 9) Change any of the scheduled dates.
- 10) Waive any requirements that are not material.
- 11) Award more than one contract resulting from this RFA.
- 12) Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
- 13) Utilize any and all ideas submitted with the applications received.
- 14) Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.

- 15) Waive or modify minor irregularities in applications received after prior notification to the applicant.
- 16) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
- 17) Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
- 18) Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
- 19) Award grants based on geographic or regional considerations to serve the best interests of the state.

**F. Term of Contract**

Any contract(s) resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller.

It is expected that contracts resulting from this RFA will have the following time period: June 1, 2014 to September 30, 2015 (sixteen months, with no contract renewal).

Continued funding throughout this sixteen month period is contingent upon availability of funding and state and federal budget appropriations. The Department of Health also reserves the right to revise the award amount as necessary due to changes in the availability of funding.

**G. Payment & Reporting Requirements of Grant Awardees**

- 1) The Department may, at its discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed 10 percent.
- 2) The grant contractor will be required to submit monthly invoices and required reports of expenditures to the State's designated payment office:

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NYS Department of Health  
Division of Long Term Care  
ESP, Corning Tower, Room 1913  
Albany, NY 12237

Grant contractors must provide complete and accurate billing invoices to the Department's designated payment office in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the Office of the State Comptroller (OSC). Payment for invoices submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is

expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at OSC's website at: <http://www.osc.state.ny.us/epay/index.htm>, by email at: [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any claims for reimbursement submitted under this contract if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such claims for reimbursement by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Work Plan.

3) The grant contractor will be required to submit the following periodic reports:

- Project reports to be submitted on a monthly basis.
- Final Project Evaluation Report.

All payment and reporting requirements will be detailed in Attachment D of the final NYS Master Grant Contract.

#### **H. Minority & Woman-Owned Business Enterprise Requirements**

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health ("DOH") recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DOH contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

#### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, the New York State Department of Health hereby establishes a goal of **0%** on any subcontracted labor or services, equipment, materials, or any combined purchase of the

foregoing greater than \$25,000 under a contract awarded from this solicitation. The goal on the eligible portion of this contract will be 0% for Minority-Owned Business Enterprises (“MBE”) participation and 0% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory” Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.

By submitting an application, a grantee agrees to complete an MWBE Utilization plan as directed in **Attachment 6** of this RFA. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Grantee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOH may disqualify a Grantee as being non-responsive under the following circumstances:

- a) If a Grantee fails to submit a MWBE Utilization Plan;
- b) If a Grantee fails to submit a written remedy to a notice of deficiency;
- c) If a Grantee fails to submit a request for waiver (if applicable); or
- d) If DOH determines that the Grantee has failed to document good-faith efforts to meet the established DOH MWBE participation goals for the procurement.

In addition, successful awardees will be required to certify they have an acceptable Equal Employment Opportunity policy statement in accordance with Section III of Attachment M of the resulting contract.

### **I. Limits on Administrative Expenses and Executive Compensation**

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo’s Executive Order #38 and related regulations published by the Department (Part 1002 to 10 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov>.

### **J. Vendor Identification Number**

Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, vendors must be registered in the New York State Vendor File and have a

valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at: [http://www.osc.state.ny.us/vendor\\_management/issues\\_guidance.htm](http://www.osc.state.ny.us/vendor_management/issues_guidance.htm).

Additional information concerning the New York State Vendor File can be obtained on-line at: [http://www.osc.state.ny.us/vendor\\_management/index.htm](http://www.osc.state.ny.us/vendor_management/index.htm), by contacting the SFS Help Desk at 855-233-8363 or by emailing at [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov).

### **K. Vendor Responsibility Questionnaire**

The New York State Department of Health recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Applicants should complete and submit the Vendor Responsibility Attestation (Attachment 5).

### **L. Vendor Prequalification for Not-for-Profits**

Beginning July 31, 2013, all not-for-profit vendors subject to prequalification will be required to prequalify prior to grant application and execution of contracts.

Prequalification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Interested vendors will be asked to submit commonly requested documents, and answer frequently asked questions once. The application requests organizational information about the vendor's *capacity*, *legal compliance*, and *integrity*.

Not-for-profit vendors subject to prequalification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault. Once a vendor is registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information by the vendor. Not-for-profits will only have to prequalify every three years, with responsibility to keep their information current throughout the three year period. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website at: <http://grantsreform.ny.gov/Grantees>.

## **M. General Specifications**

- 1) By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
- 2) Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- 3) Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
- 4) An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- 5) Provisions Upon Default
  - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
  - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
  - c. If, in the judgment of the Department, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

## **V. Completing the Application**

### **A. Application Content**

Applicants are directed to complete the application by addressing the following sections in the order in which they appear. All applications should conform to the format prescribed below and should contain all requested information. Please read each section carefully and be certain to respond to each item included in every section when completing the application.

**1) Application Cover Page (Attachment 2)**

- Applicant name, address, Vendor Identification Number, not-for-profit status and charity number;
- Project title, project period, and total funding requested;
- Project contact name, title, phone, fax and email information;
- Person authorized to obligate this agency, title, phone, fax and email information;
- List names and required experience of project leadership team members, including curricula vitae;
- List of collaborative partners and include required signed letters of agreement which articulate the responsibilities of each collaborating organization; and,
- Applicant's original signature.

**2) Applicant Organization**

- Briefly describe your organization's mission and services;
- Describe your organization's experience in the provision of LTSS in New York for older adults and persons with disabilities, including:
  - Types of services provided
  - Length of time these services have been provided
  - Number of clients served annually
  - Demographics of population currently being served
  - Location(s) where these services are provided
  - Any past effort(s) to impact the long term care delivery system
- Include a current list of the organization's board of directors with names and affiliations;
- Include information demonstrating that collaborating organizations have sufficient experience relevant to providing coordinating services; and,
- Provide three letters of support attesting to your organization's ability to carry out proposed activities.

**3) Program Summary/Overview**

- Provide a brief summary of the proposed project. This should include goals, objectives and desired outcomes with a timeline of corresponding activities and deadlines.

**4) Statement of Need**

- Describe the specific issue(s) to be addressed by the project, how it relates to the BIP rebalancing initiative and/or Olmstead Decision, and why it is needed;
- Clearly document the need with data;
- Provide a description of the targeted Medicaid beneficiary population to be served through the proposal;
- Describe how individuals and communities will benefit from the proposed activities; and,
- Describe barriers that affect access to community and home based LTSS and how the proposed activities address those barriers.

**5) Project Components/Work Plan (See Attachment 4)**

- **Program Activities:**
  - Provide an organizational structure of your proposed program that includes milestones, essential staff and their qualifications (Licensure, Certification, and

Curricula Vitae).

- Describe the activities that will be conducted as a result of this funding.
- Describe how the activities will be implemented, who will be offered these services, and provide an estimate of the number of individuals to be served.
- **Work Plan:** Provide a detailed overview of project goals, tasks and outcomes using the attached Work Plan template (Attachment 4).
- **Outcomes Measurements and Evaluation:** Describe the quantitative outcome measures that will demonstrate the accomplishment of the project objectives. Preferred applications will describe methods to quantify the number of individuals who are either diverted from institutionalized care, or transitioned out of institutionalized care to community or home based care, as a result of the proposed project.
- **Medicaid Eligibility:** Provide a description of eligibility assessment tools for individuals participating in the proposed program/project; and ensure that all proposed services are Medicaid allowable costs.
- **Promotion and Outreach:** Describe strategies that will be used to conduct outreach to engage individuals in the proposed services. Include any community partners that will be instrumental in promoting your programs.
- **Project Sustainability:** Describe how the proposed change will be sustained beyond the funding period (this is *optional*, but extra points will be awarded to those applications that provide a brief summary).

#### 6) **Project Budget (Attachment 3)**

- Provide a 16-month budget, assuming a June 1, 2014, start date using the attached Budget Template and Budget Instructions (Attachments 3 and 3a). All costs must be related to the provision of the Balancing Incentive Program Innovation Fund, as well as be consistent with the scope of services, reasonable and cost effective.
- Budget Narrative:
  - Provide justification for each budgeted cost. The Budget Justification must delineate how the percentage of staff time devoted to this initiative has been determined.
  - Provide a reasonable estimate of dollar savings from proposed LTSS activities and describe in a narrative form, how the savings will be derived.
  - Include a cost-benefit analysis that highlights project efficiency over institutional-based LTSS delivery.
  - Alternate funding options that exclude BIP monies, and possible financial contribution(s) from project partner(s), should be noted in narrative.

#### **B. Application Format**

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications should not exceed 20 single-spaced, typed pages (not including the cover page, workplan [Attachment 4 only], budget and attachments), using a normal font of at least size 12. Up to 2 points will be deducted for deviation from format requirements.

	Page Count	Maximum Score
1. Application Cover Page	1 page or less	Not scored
2. Applicant Organization	1 page or less	10
3. Program Summary/Overview/ Timeline	1 page or less	12
4. Statement of Need	2 pages or less	15
5. Project Components/Work Plan	10 pages or less	40
6. Project Budget	Use the attached Budget Format, An additional 2 pages may be included	23

### C. Review & Award Process

Applications must meet the guidelines as set forth in this RFA and will be reviewed/evaluated competitively by the New York State Department of Health, Office of Health Insurance Programs, Division of Long Term Care.

Applications will be reviewed using an objective rating system reflective of the required items specified for each section. The review process may be followed by a quality assurance review to ensure that all review standards were uniformly applied.

The review will be conducted as follows:

Step 1: Each application will be reviewed to confirm the eligibility of the Applicant and its status as a qualified Vendor with a confirmed NYS Vendor Identification Number. Applicants that do not meet the eligibility requirements will be removed from consideration.

Step 2: Each application will be reviewed for completeness. Applications missing required elements or failing to follow the prescribed format may be eliminated from consideration or have points deducted from the overall score. Applications submitted after the due date will not be reviewed.

Step 3: Applications passing the first two steps as noted above will be forwarded to a review team for scoring.

Applications will be scored based on a total available **100** points.

**All applications must score an overall minimum of 60 out of 100 points to be considered for funding.**

Applications receiving a score of less than 60 will be removed from consideration.

The reviewers will consider the clarity of the objectives and priorities of each application and responsiveness to the RFA criteria when making the final selection.

Applications that meet the 60-point threshold will be grouped based on similarity of services provided to further refine selection that will best reflect an array of creative solutions. Awards will be made until funds are exhausted.

**Scoring of each application will be based on the following:**

- 1) The identification and explanation of project goals, objectives and outcomes in quantifiable and measurable terms;
- 2) The evidence and degree to which the need for the project is demonstrated with documented data;
- 3) The degree to which the project develops structural reforms to long term care by assisting Medicaid beneficiaries to transition to non-institutional care or remain in community-based settings;
- 4) The evidence to which a specific barrier(s) to the least restrictive community-based services is removed;
- 5) The evidence and degree to which capacity and utilization of community-based services is increased and the specific number of individuals to be reached by the project;
- 6) The evidence and degree to which the project improves system performance, efficiency and lowers costs;
- 7) The degree to which the project demonstrates the Stakeholder has a role in implementing lasting impact on rebalancing Medicaid in NYS;
- 8) The degree to which the project demonstrates improvements in the quality of life, supports and health outcomes for hard to serve or low and middle income individuals in need of long term care services;
- 9) Demonstration of the qualifications, competence and ability of the applicant, organization and others involved in the project to achieve project goals, additionally, 2 Letters of Support attesting to the applicant's ability to carry out proposed activities must be included;
- 10) The degree of clarity provided through Letters of Agreement, if applicable, to delineate each organization's responsibilities and expectations;
- 11) The degree to which the applicant describes responsibilities and duties of key staff and identifies necessary qualifications;
- 12) Demonstration of the applicant's ability to ensure that: awarded funds provide services to Medicaid beneficiaries only; and all proposed services are Medicaid allowable costs;
- 13) Outreach efforts to involve appropriate stakeholders in the implementation of the project and to market new or expanded services to the community at large;
- 14) Evidence of an established and viable timeline for implementation;
- 15) Methodology for evaluation of each phase of implementation;
- 16) A summary of the applicant's past effort(s) to impact the long term care delivery system;
- 17) A description of the ability of the applicant/organization to sustain the project post award;
- 18) Completeness of the Budget;
- 19) Reasonableness of the cost/benefit analysis of the Project's budget;
- 20) Effectiveness of the project in reducing long term care costs;
- 21) Applicant has indicated a financial commitment to cover related project costs not covered by BIP funding;
- 22) Evidence of other sources of funding and/or financial commitment including grants, funding, mortgage insurance and/or credit enhancement;

- 23) Viability of the Project over the longer term;
- 24) Evidence of financial commitment of members of the consortium (if applicable);
- 25) There are **no** capital costs included in the budget or funding request; and
- 26) Administrative costs are capped at 10% of the total request.

In the event of a tie score, the applicant reaching the greatest number of individuals and with the highest likelihood of impacting New York's rebalancing efforts will be selected.

The review process will evaluate applications on the merits of proposed activities in their entirety. The Department will not make partial awards.

If changes in funding amounts are necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above.

Once an award has been made, unsuccessful applicants may request a debriefing of their application. Please note the debriefing will be limited only to the strengths and weaknesses of the subject application and will not include any discussion of other applications. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

In the event unsuccessful applicants wish to protest the award resulting from this RFA, applicants should follow the protest procedures established by the Office of the State Comptroller (OSC).

These procedures can be found on the OSC website at:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp>.

## **VI. Attachments**

- Attachment 1: NYS Master Grant Contract with Attachments
- Attachment 2: Application Cover Sheet
- Attachment 3: Budget Template
- Attachment 3a: Budget Instructions
- Attachment 4: Work Plan Template
- Attachment 5: Vendor Responsibility Attestation
- Attachment 6: MWBE Forms

## STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID:  CONTRACT NUMBER:  CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
CONTRACTOR IDENTIFICATION NUMBERS:  NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):	AGENCY IDENTIFIER:   CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS:   CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address   CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS:  <input type="checkbox"/> For Profit <input type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit  Charities Registration Number:   Exemption Status/Code:   <input type="checkbox"/> Sectarian Entity

Contract Number: # \_\_\_\_\_

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: _____ To: _____</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: _____ To: _____</p> <p><b>AMENDED TERM:</b></p> <p>From: _____ To: _____</p> <p><b>AMENDED PERIOD:</b></p> <p>From: _____ To: _____</p>	<p><b>CONTRACT FUNDING AMOUNT</b>  <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p><b>CURRENT:</b></p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p><input type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:*  
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A:
  - A-1 Program Specific Terms and Conditions
  - A-2 Federally Funded Grants
  
- Attachment B:
  - B-1 Expenditure Based Budget
  - B-2 Performance Based Budget
  - B-3 Capital Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

Contract Number: # \_\_\_\_\_

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

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE AGENCY:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

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 Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Number: # \_\_\_\_\_

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

Contract Number: # \_\_\_\_\_

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract 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 Master Contract shall attempt in good faith to reform the Master Contract 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.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. Service of Process:** 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

**L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

**M. Indemnification:** The Contractor 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 Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State 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 Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. 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 of New York, 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 of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master 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.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

**V. Federally Funded Grants:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

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<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

**B. Renewal:**

**1. General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

**2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

## **C. Termination:**

### **1. Grounds:**

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
  
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
  
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
  
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
  
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor 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 Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
  
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "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.

### **2. Notice of Termination:**

- a) 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.

b) 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 Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or 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.

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

a) Upon receipt of notice of termination, the Contractor 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 approval by the State.

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

### ***4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

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

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

1. 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.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

## **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

## **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

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<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

Contract Number: # \_\_\_\_\_

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This 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.

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### **H. 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, including where relevant, timely completion of milestones or other program requirements, the Contractor 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 Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, 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 Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
    - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
    - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
  3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
  4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
  5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

**E. Records and Audits:**

**1. General:**

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

## **3. Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (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).

**G. Publicity:**

1. Publicity includes, but is not 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 Master Contract 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, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor 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 V(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall 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 shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

**K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> 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 the contract, the Department of Civil Service and the State Comptroller.

**Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**Instructions for Agencies**

Include any agency-specific and/or programmatic requirements that apply in this attachment.

A) Agency Specific Terms and Conditions

Examples of agency-specific content include, but are not limited to provisions governing the following: Program Office, Publications and Copyrights, Patents, and Performance Audit requirements. *At a minimum*, a Program Office and a Contractor's Designee must be designated for the purpose of notice as set forth in the Standard Terms and Conditions, Sections I(J)(2) and I(J)(3).

B) Program Specific Terms and Conditions

Examples of programmatic content include, but are not limited to provisions identifying: Program Standards, Program Requirements, Performance Measures and Matching Requirements not detailed elsewhere in the Master Contract.

**ATTACHMENT A-2  
FEDERALLY FUNDED GRANTS**

**Instructions for Agencies**

Include any terms and conditions specifically applicable to Federally funded grants in this attachment. Examples of Federally funded grant terms and conditions include, but are not limited to, provisions governing Federal pass-through funds, single audits and sub-recipient audits.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary					
b) Fringe					
Subtotal					
2. Non Personal Services					
a) Contractual Services					
b) Travel					
c) Equipment					
d) Space/Property & Utilities					
e) Operating Expenses					
f) Other					
Subtotal					
<b>TOTAL</b>					

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
PERSONAL SERVICES DETAIL**

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

TRAVEL - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET (AMENDMENT)  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

AMENDMENT VERSION NUMBER: \_\_\_\_\_

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1. Personal Services							
a) Salary							
b) Fringe							
Subtotal							
2. Non Personal Services							
a) Contractual Services							
b) Travel							
c) Equipment							
d) Space/Property & Utilities							
e) Operating Expenses							
f) Other							
Subtotal							
TOTAL							

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-1 (A) - EXPENDITURE BASED BUDGET (AMENDMENT)**  
**PERSONAL SERVICES DETAIL**

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE - TYPE/DESCRIPTION					
<b>PERSONAL SERVICES TOTAL</b>					

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-1 (A) - EXPENDITURE BASED BUDGET (AMENDMENT)**  
***NON-PERSONAL SERVICES DETAIL***

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

TRAVEL - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

Contract Number: # \_\_\_\_\_

EQUIPMENT - TYPE/DESCRIPTION	TOTAL COST
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
UTILITY EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

**ATTACHMENT B-1 (A) EXPENDITURE BASED BUDGET (AMENDMENT)**  
***JUSTIFICATION***

Please provide a justification for the amendments herein:

**ATTACHMENT B-2 - PERFORMANCE BASED BUDGET  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

#	DELIVERABLE/OUTCOME	TOTAL AMOUNT PER UNIT	GRANT AMOUNT PER UNIT	NUMBER OF UNITS	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1									
2									
3									
4									
5									
					Subtotal				
					Available Bonus				
					TOTAL				

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

AMENDMENT VERSION NUMBER: \_\_\_\_\_

#	DELIVERABLE/OUTCOME	TOTAL AMOUNT PER UNIT	GRANT AMOUNT PER UNIT	NUMBER OF UNITS	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1									
2									
3									
4									
5									
Subtotal									
Available Bonus									
TOTAL									

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)**  
***DETAIL***

#	GRANT AMOUNT PER UNIT			NUMBER OF UNITS			GRANT FUNDS		
	ORIGINAL	CHANGE	REVISED AMOUNT	ORIGINAL	CHANGE	REVISED NUMBER	ORIGINAL BUDGET	CHANGE	REVISED BUDGET
1									
2									
3									
4									
5									
TOTAL									

**ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)**  
***JUSTIFICATION***

Please provide a justification for the amendments herein:

**ATTACHMENT B-3 – CAPITAL BASED BUDGET  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Scoping and Pre-Development					
2. Design					
3. Acquisition					
4. Construction					
5. Administration					
6. Working Capital/Reserves					
7. Other					
<b>TOTAL</b>					

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-3 – CAPITAL BASED BUDGET  
DETAIL**

SCOPING AND PRE DEVELOPMENT - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-3(A) – CAPITAL BASED BUDGET (AMENDMENT)  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

AMENDMENT VERSION NUMBER: \_\_\_\_\_

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
	ORIGINAL BUDGET	CHANGE	REVISED BUDGET				
1. Scoping and Pre Development							
2. Design							
3. Acquisition							
4. Construction							
5. Administration							
6. Working Capital/Reserves							
7. Other							
<b>TOTAL</b>							

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-3(A) – CAPITAL BASED BUDGET (AMENDMENT)**  
***DETAIL***

SCOPING AND PRE DEVELOPMENT TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITIY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

**ATTACHMENT B-3(A): CAPITAL BASED BUDGET (AMENDMENT)**  
***JUSTIFICATION***

Please provide a justification for the amendments herein:

**ATTACHMENT C – WORK PLAN  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

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

Contract Number: # \_\_\_\_\_

**ATTACHMENT C – WORK PLAN  
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1:		a.	i.
		ii.	
		iii.	
		b.	i.
		ii.	
		iii.	
		c.	i.
		ii.	
		iii.	

Contract Number: # \_\_\_\_\_

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2:		a.	i.
		ii.	
		iii.	
		b.	i.
		ii.	
		iii.	
		c.	i.
		ii.	
		iii.	

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 form (Budget), which is attached hereto.

**A. Advance 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 \_\_\_\_\_ percent (\_\_\_%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (\_\_\_%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

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

Claiming Schedule (*select applicable frequency*):

Quarterly Reimbursement  
Due date \_\_\_\_\_

Monthly Reimbursement  
Due date \_\_\_\_\_

Biannual Reimbursement  
Due date \_\_\_\_\_

Fee for Service Reimbursement  
Due date \_\_\_\_\_

- Rate Based Reimbursement  
Due date \_\_\_\_\_
- Fifth Quarter Reimbursement  
Due date \_\_\_\_\_
- Milestone/Performance Reimbursement  
Due date/Frequency \_\_\_\_\_
- Scheduled Reimbursement  
Due date/Frequency \_\_\_\_\_

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than \_\_\_\_\_ days after the end of the contract period.

- Consolidated Fiscal Report (CFR)<sup>1</sup>

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

**B. Progress-Based Reports**

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until \_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_days from the end of the contract.

**C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.



## ATTACHMENT 3A

### INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

Complete budget forms as directed for a 15-month period. Please complete all required Budget Pages.

#### Tab 1 – Summary Budget

- A. **Project Name** – Enter the Component for which you are applying.
- B. **Contractor SFS Payee Name** – Enter official contractor name listed on Statewide Financial System (SFS). If you do not have an SFS Contractor name, please enter the official name of agency.
- C. **Contract Period** – “From” is the Start date of the budget and “To” is the end date of the budget. A separate budget must be completed for each 12-month budget period and labeled for each contract period.
- D. The **GRANT FUNDS** column is automatically populated based on the information entered in the major budget categories on Tabs 2 through 5 of the excel spreadsheet. These categories include:
  - Salaries
  - Fringe Benefits
  - Contractual Services
  - Travel
  - Equipment
  - Space, Property & Utilities
  - Operating Expenses
  - Other

#### Tab 2 – Salaries / Fringe Benefits

Please include all positions for which you are requesting reimbursement on this page. If you wish to show in-kind positions, they may also be included on this page. *Please include a written justification on Tab 6.*

**Position Title:** For each position, indicate the title along with the incumbent’s name. If a position is vacant, please indicate “TBD” (to be determined).

**Annualized Salary Per Position:** For each position, indicate the total annual salary regardless of funding source.

**Standard Work Week (Hours):** For each position, indicate the number of hours worked per week regardless of funding source.

**Percent of Effort Funded:** For each position, indicate the percent effort devoted to the proposed program/project.

**Number of Months Funded:** For each position, indicate the number of months funded on the proposed project.

**Total:** This column automatically calculates the total funding requested from the AIDS Institute based on annualized salary, hours worked, percent effort and months funded for each position. If the amount requested for a position is less than what is automatically calculated, please manually enter

## ATTACHMENT 3A

the requested amount in the total column.

On the bottom of Tab 2, please fill in the requested information on fringe benefits based on your latest audited financial statements. Also, please indicate the amount and rate requested for fringe benefits in this proposed budget. If the rate requested in this proposal exceeds the rate in the financial statements, a brief justification must be attached. *Please include a written justification on Tab 6.*

### **Tab 3 – Contractual Services / Travel**

Please indicate any services for which a subcontract or consultant will be used. Include an estimated cost for these services. *Please include a written justification on Tab 6.*

Please indicate estimated travel costs for the contract period. *Please include a written justification on Tab 6.*

### **Tab 4 – Equipment and Space**

Please indicate estimated equipment or space costs for the contract period. *Please include a written justification on Tab 6.*

### **Tab 5 – Operating Expenses / Other**

Please indicate any operating expenses for the contract period. *(Operating costs may include Supplies and any other miscellaneous costs for the contract period). Please include a written justification on Tab 6.*

Please indicate the estimated Other costs requested for the contract period. *(Other expenses include indirect costs) Please note indirect costs are limited to 10% of direct costs. Please include a written justification on Tab 6. The justification for indirect costs needs to include the requested rate.*

### **Tab 6 – Narrative Budget Justification**

Please provide a brief narrative justification in the **JUSTIFICATION** column in Tab 6 for each budgeted item. Requested amounts entered on Tabs 2 through 5 will automatically populate the **BUDGETED** column on Tab 6. The justification should describe the requested item, the rationale for requesting the item, and how the item will benefit the proposed program/project.

**Those agencies selected for funding will be required to provide a more detailed budget as part of the contract process.**

## ATTACHMENT 5

### Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV. Administrative Requirements, K., Vendor Responsibility Questionnaire, I hereby certify:

**Choose one:**

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## ATTACHMENT 6

### **GUIDE TO NEW YORK STATE DOH M/WBE RFP/RFA REQUIRED FORMS**

All DOH procurements have a section entitled “**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS.**” This section of procurement sets forth the established DOH goal for that particular procurement and also describes the forms that must be completed with their proposal or application. Below is a summary of the forms used in the DOH MWBE Participation Program by a grantee.

**Form #1: Grantee MWBE Utilization Plan** - This document must be completed by all grantees responding to RFAs with an MWBE goal greater than zero. The grantee must demonstrate how it plans to meet the stated MWBE goal. In completing this form, the grantee should describe the steps taken to establish communication with MWBE firms and identify current or future relationships with certified MWBE firms. The second page of the form should list the MWBE certified firms that the vendor plans to engage with on the project and the amount that each certified firm is projected to be paid. Plans to work with uncertified firms or women and minority owned firms do not meet the criteria for participation. If the plan is not submitted or is deemed deficient, the grantee may be sent a notice of deficiency. It is mandatory that all awards with goals have a utilization plan on file.

**Form #2: MWBE Utilization Waiver Request** - This document must be filled out by the grantee if the utilization plan (Form #1) indicates less than the stated participation goal for the procurement. In this instance, Form #2 must accompany Form #1 with the proposal. When completing Form #2, it is important that the grantee thoroughly document the steps that were taken to meet the goal and provide evidence in the form of attachments to the document. The required attachments are listed on Form #2 and will document the good-faith efforts taken to meet the desired goal. A grantee can also attach additional evidence outside of those referenced attachments. Without evidence of good-faith efforts, in the form of attachments or other documentation, the Department of Health may not approve the waiver and the grantee may be deemed non-responsive.

New MWBE firms are being certified daily and new MWBE firms may now be available to provide products or services that were historically unavailable. If Form #2 is found by DOH to be deficient, the grantee will be sent a deficiency letter asking for a revised form to be returned within 7 business days of receipt.

Any questions regarding completion of these forms can be sent to [jae11@health.state.ny.us](mailto:jae11@health.state.ny.us).

**MWBE Form #1**  
**New York State Department of Health**  
**GRANTEE/CONTRACTOR MWBE UTILIZATION PLAN**

<b>Grantee/Contractor Name:</b>	
<b>Vendor ID:</b>	<b>Telephone No.</b>
<b>RFA/Contract Title:</b>	<b>RFA/Contract No.</b>

**Description of Plan to Meet MWBE Goals (Use pages 2-3 to provide specific M and W subcontractor information)**

**PROJECTED MWBE USAGE**

	%	Amount
<b>1. Total Dollar Value of Eligible Costs on Budget</b>	<b>100</b>	\$
<b>2. MBE Goal Applied to Eligible Costs</b>		\$
<b>3. WBE Goal Applied to Eligible Costs</b>		\$
<b>4. MWBE Combined Totals*</b>		\$

\*If less than the stated goal in RFA, Form #2 is required.

**GRANTEE/CONTRACTOR PROPOSED MWBE UTILIZATION PLAN  
MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION**

**In order to achieve the MBE Goals, grantee expects to subcontract with New York State certified MINORITY-OWNED entities as follows: (add additional pages as needed)**

<b>MBE Firm (Exactly as Registered)</b>	<b>Description of Work (Products/Services) [MBE]</b>	<b>Projected MBE Dollar Amount</b>
<b>Name</b> <b>Address</b> <b>City, State, ZIP</b> <b>Employer I.D.</b> <b>Telephone Number</b> ( ) -		\$ _____
<b>Name</b> <b>Address</b> <b>City, State, ZIP</b> <b>Employer I.D.</b> <b>Telephone Number</b> ( ) -		\$ _____
<b>Name</b> <b>Address</b> <b>City, State, ZIP</b> <b>Employer I.D.</b> <b>Telephone Number</b> ( ) -		\$ _____

**GRANTEE/CONTRACTOR PROPOSED MWBE UTILIZATION PLAN  
WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION**

**In order to achieve the MBE Goals, grantee expects to subcontract with New York State certified WOMEN-OWNED entities as follows: (add additional pages as needed)**

<b>WBE Firm (Exactly as Registered)</b>	<b>Description of Work (Products/Services) [WBE]</b>	<b>Projected WBE Dollar Amount</b>
<b>Name</b> <b>Address</b> <b>City, State, ZIP</b> <b>Employer I.D.</b> <b>Telephone Number</b> ( ) -		\$ _____
<b>Name</b> <b>Address</b> <b>City, State, ZIP</b> <b>Employer I.D.</b> <b>Telephone Number</b> ( ) -		\$ _____
<b>Name</b> <b>Address</b> <b>City, State, ZIP</b> <b>Employer I.D.</b> <b>Telephone Number</b> ( ) -		\$ _____

## MWBE Form #2

### MWBE UTILIZATION WAIVER REQUEST

<b>Grantee/Contractor Name:</b>	
<b>Vendor ID:</b>	<b>Telephone No.</b>
<b>RFA/Contract Title:</b>	<b>RFA/Contract No.</b>

**Explanation why Grantee is unable to meet MWBE goals for this project:**

**Include attachments below to evidence good faith efforts:**

- Attachment A. List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- Attachment B. List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- Attachment D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- Attachment E. Identify dates of any pre-proposal, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.
- Attachment F. Other information deemed relevant to the request.

**Section 4: Signature and Contact Information**

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract.

Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Submitted by: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature) / (Date)