

RFA Number 1402110210
Grants Gateway # DOH01-CSFPLA-2014

New York State
Department of Health
Center for Community Health
Division of Nutrition

Request for Applications

Commodity Supplemental Food Program

KEY DATES

RFA Release Date: June 6, 2014

Letter of Intent Due: June 20, 2014

**Applicant Conference Registration
Deadline:** June 26, 2014

Applicant Conference: July 11, 2014, 11:00 AM - 2:00 PM

Questions Due: July 17, 2014 by 5:00 PM

**Questions, Answers, and
Updates Posted (On or About):** July 21, 2014

Applications Must Be Received By: August 5, 2014 by 5:00 PM

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Table of Contents

I.	Introduction.....	3
A.	Description of Program.....	3
B.	Background.....	3
II.	Who May Apply	4
A.	Minimum Eligibility Requirements	4
B.	Preferred Applicant Qualifications	5
C.	Optional Storage Space.....	5
III.	Project Narrative/Work Plan Outcomes.....	5
A.	Role of Sponsor Agency	5
B.	Role of NYS DOH.....	7
C.	Funding	8
IV.	Administrative Requirements	8
A.	Issuing Agency.....	8
B.	Question and Answer Phase.....	9
C.	Letter of Intent/Interest	9
D.	Applicant Conference	9
E.	How To File an Application	10
F.	Department of Health’s Reserved Rights	10
G.	Term of Contract.....	12
H.	Payment & Reporting Requirements of Grant Awardees.....	12
I.	Minority & Women-Owned Business Enterprise Requirements.....	14
J.	Limits on Administrative Expenses and Executive Compensation	15
K.	Vendor Identification Number.....	15
L.	Vendor Responsibility Questionnaire	15
M.	Vendor Prequalification for Not-for-Profits	16
N.	General Specifications	17
V.	Completing the Application.....	18
A.	Application Content.....	18
B.	Freedom of Information Law.....	20
C.	Application Format	20
D.	Review & Award Process	20
VI.	Attachments	22

I. Introduction

The New York State Department of Health, Division of Nutrition, Bureau of Nutrition Risk Reduction announces the availability of funding to promote and maintain the health and well-being of nutritionally at-risk persons by providing nutritious food, nutrition and health education, and referral services to categorically and income eligible individuals. The Division is seeking applications from agencies wishing to sponsor a Commodity Supplemental Food Program (CSFP) through established five-year contracts. The existing contracts between the Department and sponsoring agencies will expire on September 30, 2014.

All prospective contractors must submit an application to be considered for sponsorship of a CSFP Program. An interested local agency must be located in New York City or Long Island in order to be considered for selection as a CSFP sponsoring agency. The anticipated contract start date is October 1, 2014.

A. Description of Program

The Commodity Supplemental Food Program was created in recognition of the critical importance of nutrition in an overall national public health agenda. The program is regulated and funded by the United States Department of Agriculture's (USDA's) Food and Nutrition Service and administered by the New York State Department of Health (NYS DOH) through both Federal Regulations and State Policies. These regulations govern the actions of the sponsor and local agencies and also dictate the oversight responsibilities and activities of the NYS DOH. The program's mission is to promote and maintain the health and well-being of low income seniors aged 60 years or older. Details on required Program tasks are outlined in the Program Work Plan (Attachment 8).

B. Background

The CSFP was established in 1968 by the USDA to provide nutritional foods to women, infants and children. The NYS CSFP began providing USDA-donated commodities to women, infants and children in New York City and Long Island in September 1988; low income adults aged 60 years or older were added to the NYS CSFP in August 1994. In 2008, USDA decided that in areas where both CSFP and the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) operate, local agencies would best serve the interests of women, infants, and children by referring them to the WIC Program. This decision opened more CSFP caseload slots to adults aged 60 years or older and to people that are not eligible for WIC (non-breastfeeding postpartum women 6-12 months postpartum, and children aged 5-6 years). On February 7, 2014, the Agricultural Act of 2014 (P.L. 113-79) known as the Farm Bill was signed into law. Section 4102 of the Farm Bill amended the eligibility requirements of the CSFP. As a result, women, infants and children enrolled in CSFP must be phased out, transitioning it to a low-income seniors-only program. The NYS CSFP has allocated approximately \$4.25 million annually in federal and state funds, currently distributed to 2 contractors, to provide monthly food packages to approximately 34,000 participants in New York City and Long Island. More than 97 percent of CSFP participants are adults aged 60 years or older, which will become 100% effective February 7, 2015.

There are more than 395,000 seniors eligible for CSFP services in the combined New York City and Long Island locations; state wide there are more than 813,000 eligible seniors. Pending caseload changes from the USDA, the current USDA assigned caseload for this procurement is 34,066. This caseload will be for the New York City and Long Island areas only. Currently there are insufficient funds to establish CSFP services in other upstate New York locations. Expansion outside of New York City would be considered if additional funds become available.

CSFP agencies will be responsible for all operational aspects of the program including participant outreach, certification, issuance of food benefits and nutrition education; logistical activities such as staffing, space, scheduling; accountability and quality assurance using electronic systems for inventory, caseload management, fiscal and progress reports, etc.

Please refer to Attachment 4: Commodity Supplemental Food Program (CSFP) Local Agency Application for instructions on applying to sponsor a CSFP and Attachment 8: Commodity Supplemental Food Program (CSFP) Work Plan for detailed information on the CSFP.

II. Who May Apply

A. Minimum Eligibility Requirements

The Sponsor Agency must be a not-for-profit health agency. An interested local agency must be located in New York City or Long Island in order to be considered for selection as a CSFP sponsoring agency. This can include local health departments or human service organizations with 501(C) (3) status.

All applicants will submit a CSFP Local Agency Application (Attachment 4). Agencies may apply to serve participants in one or more of the following counties of New York City or Long Island: Bronx, Kings, Nassau, New York, Queens, Richmond, and Suffolk. Applicants must identify the county or counties they plan to serve along with their caseload request. Funding and the number of grants awarded are subject to availability of funds and caseload slots awarded to the State by USDA. Given available resources, it may not be possible to provide CSFP services in every county within New York City and Long Island.

Applicants may subcontract components of the scope of work. For those applicants that propose subcontracting, any subcontract with a subcontracting agency that will exceed \$10,000 must be identified during the application process, including the type of subcontract and the anticipated value of the subcontract. Applicants that plan to subcontract are expected to state in the application the specific components of scope of work to be performed through subcontracts and should retain a majority of the work in dollar value (more than 50%) of the contract within the applicant organization. Major components of the work plan cannot be subcontracted. Applicants should note that the lead organization (contractor) will have overall responsibility for all contract activities, including those performed by subcontractors, and will be the primary contact for NYSDOH. Any subcontract shall be consistent with the terms of the DOH contract with the lead organization. Such subcontracts shall be subject to DOH review and written approval from DOH prior to execution of the subcontract(s).

B. Preferred Applicant Qualifications

It is preferred that CSFP agencies have the capacity to operate mobile sites as well as permanent sites in order to provide services to participants residing in areas where transportation is difficult. CSFP mobile sites may distribute commodities to participants gathered at churches, recreation centers, or other areas, and to senior participants living in senior housing centers.

The proposed permanent sites need to be large enough to allow for appropriate storage and distribution of commodities to CSFP participants (if provided onsite).

It is also preferred that the CSFP agencies have relationships with other entities that can improve services provided to the CSFP participants, such as enhancements to the CSFP participant food package (for example: fresh produce from a nearby food bank).

All applicants responding to this RFA should demonstrate an awareness of how minorities, persons with disabilities and Lesbian/Gay/Bisexual/Transgender (LGBT) persons have been considered in the development and implementation of the proposed services. Strategies for access to and participation in the services by these marginalized groups should be evident in formulating and implementing strategies in all phases of the response to this Request for Applications (RFA).

C. Optional Storage Space

Applicants may request additional funding for storage space for handling CSFP product delivered directly from USDA. This storage space is to support the stockpile of commodities delivered by USDA directly. This is space beyond the warehouse space which supports the commodities used for the food distribution operation. This is an optional request that is described in the CSFP Application Section.

Applicants must be a successful CSFP agency to be considered for the additional storage space funding.

Scoring Note – This section will not be scored with the RFA components, but this information will be evaluated to determine if additional storage space funding will be awarded. The applicant must be recommended for a CSFP contract award in order to be considered for this funding. NYSDOH reserves the right to award funds based on this optional information from applicants at its discretion.

III. Project Narrative/Work Plan Outcomes

A. Role of Sponsor Agency

In the event that an award is made, the agency will be responsible for meeting the requirements outlined below and in the program Work Plan. (See Attachment 8 for the Program Work Plan.)

The sponsor agency is responsible for compliance with all fiscal and operational requirements as

established by Federal Regulation 7 CFR 247, the CSFP Program Manual (both are available for viewing at the Bidders Library), and the Commodity Supplemental Food Program Work Plan (Attachment 8). The Work Plan describes the objective areas of:

- Personnel: Identifies the staffing requested and performance measures needed to provide services.
- Scheduling and Space: Identifies the permanent and mobile site locations proposed and logistics needed to provide services at these sites.
- Certification and Food Package Issuance: Identifies the proposed process for certifying participants and issuing food packages consistent with program requirements.
- Senior Farmer's Market Nutrition Program (SFMNP): Identifies the proposed process for supplying and accounting for SFMNP checks for produce and related provisions for nutrition education.
- Commodity Inventory: Identifies proposed processes for maintaining and reporting inventory along with associated internal controls.
- Records and Reports: Identifies proposed processes for maintaining records and reports affiliated with CSFP activities.
- Caseload Management: Identifies proposed methods for securing and managing caseload targets of participants served monthly.
- Nutrition Services and Outreach: Identifies proposed methods for establishing and monitoring nutrition services including nutrition education. This section also requests the description of outreach efforts to maintain caseload.
- Financial Accountability: Describes the proposed process for establishing a budget, related cost allocations and fiscal management.
- Participant Rights and Responsibilities: Identifies the proposal for ensuring that participants are informed of their rights and are treated fairly.
- CSFP Automated System: Identifies the proposed process for utilizing and maintaining computer equipment to track services to participants and food inventories.

The following also elaborates on the role of the sponsor agency: The agency will be required to ensure adequate space is available for the provision of high quality, confidential services to CSFP participants, including determination of program eligibility, provision of group and/or individual nutrition education and counseling, food demonstrations, and on site distribution of CSFP food packages. The CSFP site will be required to have the capacity to receive and warehouse a two to four week supply of at least 50 food commodities, usually stacked on pallets.

The agency is responsible for ensuring an adequate number of CSFP staff is available to certify CSFP participants, provide nutrition education, and assemble food packages for participants to take home. For mobile sites, the agency also is responsible for ensuring that there is an adequate number of staff to transport and deliver CSFP food packages to areas such as senior housing sites or churches.

The agency will be required to ensure that CSFP eligibility is determined by evaluating the three criteria for participation: **category** (adults aged 60 years or older); **household income** (less than 130 percent of the Federal poverty level for older adults aged 60 years or older); and **residency** (NYS resident) for all applicants.

The agency will be required to participate in the Senior Farmers' Market Nutrition Program (SFMNP) if an authorized market exists within the area served by the agency. This includes the distribution of SFMNP check booklets to eligible participants, and the inclusion of nutrition education activities related to SFMNP foods.

CSFP staff are also required to keep accurate inventory records of all USDA–donated commodities from receipt to issuance. CSFP staff are required to physically count CSFP foods monthly, and protect commodities from damages, loss and theft.

The agency will be responsible for maintaining a certification and commodity inventory management system that is provided to them by New York State. The system is known as the CSFP automated system, formerly known as the Food and Nutrition Information System (FANIS).

In addition, the agency is responsible for maintaining a financial management system that ensures accountability for all CSFP funds received and ensure that assigned CSFP caseload targets are achieved. It is expected that the agency provides in-kind services and support and assumes responsibility for oversight and management of CSFP operations.

Agency CSFP staff will be required to communicate in the language(s) primarily spoken by the participants served, to certify them and provide effective nutrition education and counseling. CSFP staff are responsible for referring participants to other needed health and human services and for conducting outreach within the designated county(ies) to ensure that CSFP services are publicized in communities and among health and human service providers that serve the CSFP population. CSFP agencies will be required to have relationships with other community organizations to promote the benefits of the CSFP program in the community.

The agency is responsible for establishing internal controls and quality assurance procedures to ensure commodity security and customer satisfaction.

CSFP local agencies will be required to provide full support and assistance in the transition of operations to a successor Contractor or to the State, to provide for an orderly and controlled transition to either the State or a successor contractor and minimize any disruption of CSFP services as outlined in the Commodity Supplemental Food Program Work Plan (Attachment 8). CSFP local agencies shall continue to provide services and notifications to CSFP participants as directed by the State, while maintaining staffing adequate to meet obligations under the contract during the transition period. This applies to either a new contractor establishing CSFP services, or to a current contractor if their contract is not continued.

B. Role of NYS DOH

The NYS DOH is responsible for administering the NYS CSFP in accordance with Federal regulations. The NYS DOH will:

1. Develop and/or communicate program policies, regulations and objectives;
2. Approve or modify annual work plans, budgets, and requests for budget modification;
3. Assign monthly caseloads;

4. Provide the hardware and software required to operate the CSFP Automated System, formerly known as FANIS or a successor system;
5. Conduct routine on-site monitoring reviews;
6. Provide technical assistance, access to resources, and monitor progress of program and contract activities;
7. Provide training as required;
8. Approve and process monthly claims for payment; and
9. Provide forms and format for reporting to the Division of Nutrition.

C. Funding

Pending available funds, the total funding anticipated for this initiative is \$21,247,360 over the course of five years. The Department of Health will award up to three (3) Commodity Supplemental Food Program contracts with a multi-year term of 5 years.

The grant award will reflect:

Caseload Assignment

The Applicant's staffing plan for Personal Service (PS)

Space/Program Operation Costs

Indirect costs (limited to 10%)

In-kind or match contributions from the sponsor agency

The CSFP local agency budget for each prospective contracted agency is based on various criteria such as caseload, staffing, other than non-personal services including outreach, nutrition education, number of sites (permanent vs. mobile sites), travel and total funding available. All budgets must comply with Federal funding parameters; unallowable costs will be removed.

Note: CSFP will limit indirect and non-direct program related costs to 10 percent of the total budget. All indirect cost rates are subject to review and approval as set forth in Federal and/or Program regulations.

Funding and the number of grants awarded are subject to availability of funds and caseload slots awarded to the State by USDA.

Funding levels may vary per contract. Continuation of funding may be dependent on meeting contractual obligations.

IV. Administrative Requirements

A. Issuing Agency

This Request for Applications (RFA) is issued by the New York State Department of Health, Division of Nutrition, Bureau of Nutrition Risk Reduction, Commodity Supplemental Food Program. 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 via email to donbnrrcsfp@health.state.ny.us or in writing to:

Shawn Femia, Administrative Assistant
Division of Nutrition, Bureau of Nutrition Risk Reduction
150 Broadway 6th Floor West
Albany, NY 12204

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.

Questions of a technical nature can be addressed in writing or via telephone by calling Shawn Femia at (518) 402-7333. **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.**

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.

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_NYSGG/module/nysgg/goportal.aspx.

Questions and answers, as well as updates and/or modifications, will also be posted on the Department's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

C. Letter of Intent/Interest

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, responses to questions raised at the applicant conference, and official applicant conference minutes), it is strongly encouraged that they complete and submit a letter of interest. Prospective applicants also may use the letter of interest to request hard copies of documents containing updated information. A sample letter of interest is included as Attachment 2 to this RFA.

Submission of a letter of interest is not a requirement or obligation upon the applicant to submit an application in response to this RFA. Applications may be submitted without first having submitted a letter of intent/interest. The letter of intent/interest is required to guarantee a seat at an Applicant Conference.

D. Applicant Conference

An Applicant Conference will be held for this RFA. This conference will be held at the NYS Department of Health, Metropolitan Area Regional Office located at 90 Church Street, 14th Floor, New York, New York 10007-2919, on the date and time posted on the cover sheet of this

RFA. The Department requests that potential applicants register for this conference by sending an e-mail to donbnrrcsfp@health.state.ny.us, to ensure that adequate accommodations are made for the number of prospective attendees. A maximum number of three representatives from each prospective applicant will be permitted to attend the applicant conference. Failure to attend the applicant conference will not preclude the submission of an application. The deadline for registration is posted on the cover page of this RFA.

An Applicant Library is available for this RFA. Applicants may review current copies of the documents listed below during normal business hours at the Metropolitan Area Regional Office (MARO) by scheduling an appointment. Please contact the MARO office at least three business days in advance of your planned visit to schedule an appointment:

Division of Nutrition
Metropolitan Area Regional Office
90 Church Street, 14TH Floor
New York, NY 10007-2919
212-417-4766 (Tracy Riley)

The applicant library contains the following documents:

- CSFP State Plan of Program Operations
- CSFP Program Manual
- Federal Regulations CFR 247

Additional information on the CSFP Program can be found on the Internet at www.fns.usda.gov/csfp.

E. 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*.

Commodity Supplemental Food Program (CSFP)
Division of Nutrition, Bureau of Nutrition Risk Reduction
150 Broadway 6th Floor West
Albany, NY 12204

Applicants shall submit two original, signed applications and five copies. Application packages should be clearly labeled with the name and number of the RFA 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.

F. 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. If an applicant does not respond to the correspondence requesting clarification within 10 business days, then the applicant will be deemed "non-responsive" and will be removed from consideration.
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.

G. Term of Contract

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

It is expected that contracts resulting from this RFA will have the following multi-year time period: October 1, 2014 to September 30, 2019. The budgets for these contracts must be renewed annually subject to satisfactory performance of the contractor and availability of funds.

Continued funding throughout this five year period is contingent upon availability of funding and state budget appropriations. DOH reserves the right to revise the award amount as necessary due to changes in the availability of funding.

H. 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 16.6%.
2. The grant contractor will be required to submit monthly Claims for Payment and required reports of expenditures to the State's designated payment office (Central Office):

Commodity Supplemental Food Program (CSFP)
New York State Department of Health
Division of Nutrition, Bureau of Nutrition Risk Reduction
150 Broadway 6th Floor West
Albany, NY 12204

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 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 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: The contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Work Plan with advances recouped by subtracting one-twelfth (1/12) of the advance amount from each monthly claim for payment. This recoupment schedule may be revised at the discretion of the Department.

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

Monthly Reports

1. Monthly Budget Statement and Report of Expenditures (BSROE) and Claim – due to the Central Office 45 days after the end of the reporting period.
2. Monthly Report of Participation broken down by participant category for all participants that were not entered on FANIS (manual shopping lists) - due to the Central Office 5 days after the end of the month.
3. Monthly Report of Participation broken down by participant Race/Ethnicity for all participants that were not entered on FANIS (manual shopping lists) - due to the Central Office 5 days after the end of the month.
4. Monthly Report of Commodity pack dates for all commodities kept at each site - due to the Central Office 5 days after the end of the month.
5. Monthly Nutrition Education Activity Report – due to the Central Office 30 days after the end of the month.
6. Monthly report of staff vacancies – due to the Central Office 5 days after the end of the month.
7. Monthly report of outreach activities – due to the Central Office 5 days after the end of the month.

Annual Reports

1. Annual Nutrition Education Plan for the next fiscal year - due to the Central Office on the 1st of August.
2. Closeout or supplemental voucher – due to Central Office by the close of business on the 15th of November.
3. Annual Racial/Ethnic Report (USDA report FNS-191) for all participants that were not entered on FANIS (Manual shopping lists) - due to the Central Office on the 15th of May.
4. Local Agency Corrective Action Plan – due to the Central Office as required by Management Evaluation Final Report.
5. A-133 Single Audit Report. Copies must be submitted to the DOH Audit Clearinghouse and the Federal Single Audit Clearinghouse.

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

I. Minority & Women-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 20% 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 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% 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 9 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.

J. 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>.

K. 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.

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, by contacting the SFS Help Desk at 855-233-8363 or by emailing at helpdesk@sfs.ny.gov.

L. Vendor Responsibility Questionnaire

The New York State Department of Health strongly 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 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.

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 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 7).

M. Vendor Prequalification for Not-for-Profits

All not-for-profit vendors subject to prequalification are required to prequalify prior to grant application and execution of contracts.

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which requires not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process in order for applications to be evaluated. Information on these initiatives can be found on the [Grants Reform Website](#).

Applications received from not-for-profit applicants that have not Registered and are not Prequalified in the Grants Gateway on the application due date listed on the cover of this RFA cannot be evaluated. Such applications will be disqualified from further consideration.

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. The [Vendor Prequalification Manual](#) on the Grants Reform Website details the requirements and an [online tutorial](#) are available to walk users through the process.

1) Register for the Grants Gateway

- On the Grants Reform Website, download a copy of the [Registration Form for Administrator](#). A signed, notarized original form must be sent to the Division of Budget at the address provided in the instructions. You will be provided with a Username and Password allowing you to access the Grants Gateway.
- If you have previously registered and do not know your Username, please email grantsreform@budget.ny.gov. If you do not know your Password, please click the [Forgot Password](#) link from the main log in page and follow the prompts.

2) Complete your Prequalification Application

- Log in to the [Grants Gateway](#). **If this is your first time logging in**, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click SAVE.

- Click the *Organization(s)* link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A *Document Vault* link will become available near the top of the page. Click this link to access the main Document Vault page.
- Answer the questions in the *Required Forms* and upload *Required Documents*. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Application.
- Specific questions about the prequalification process should be referred to your agency representative or to the Grants Reform Team at grantsreform@budget.ny.gov.

3) Submit Your Prequalification Application

- After completing your Prequalification Application, click the *Submit Document Vault Link* located below the Required Documents section to submit your Prequalification Application for State agency review. Once submitted the status of the Document Vault will change to *In Review*.
- If your Prequalification reviewer has questions or requests changes you will receive email notification from the Gateway system.
- Once your Prequalification Application has been approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

Vendors are strongly encouraged to begin the process as soon as possible in order to participate in this opportunity

N. 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

The applicant is required to complete all areas of the Commodity Supplemental Food Program application, which are outlined in Sections 1-5 below; refer to the Required Documentation Checklists for Commodity Supplemental Food Program applicants (Attachment 3) for a detailed list of required documentation. Applicants will be selected for awards based on the information provided in the application and any supporting documentation provided.

Applicants shall submit two (2) original, signed applications and five (5) copies.

Cover Page

Complete all of the information requested on the application cover page and have the cover page endorsed by the proposed contract signatory.

Section I. Executive Summary (up to 2 single-spaced pages, 12 point font) 10 points

The Executive Summary is the opportunity for the applicant to summarize each of the three major sections of the RFA Application: Statement of Need (including total caseload request); Sponsor Agency's Ability to Operate a CSFP (including major sub-contracts and/or partnerships, if applicable, that will be utilized to provide services); and Budget Requirements. It should clearly demonstrate and quantify how the Applicant's responses support the CSFP and the willingness and ability of the sponsor agency to provide an optimal CSFP that is integrated in the agency's infrastructure. All information in the Executive Summary should be substantiated in the application.

Section II. Statement of Need (up to 5 single-spaced pages, 12 point font)

35 points

Include an assessment demonstrating why the program is needed in the county(ies) proposed (applications will only be accepted for the seven counties listed on page 4). The Statement of Need should demonstrate the agency's ability to identify the population in the county(ies) and relate need to the number of caseload slots being requested. This should also identify strategies to be used to identify eligible participants, attract new participants, and encourage continued participation in the program.

Section III. Sponsor Agency's Ability to Operate a CSFP (up to 16 single-spaced pages, 12 point font)

275 Points

In this section, the applicant will provide information on a variety of activities that are required under the Work Plan to provide CSFP services. The applicant will indicate experience with providing services to low income older adults and other population groups. The applicant will report on how it specifically proposes to:

- Operate a CSFP permanent site and mobile site(s) including information on caseload to be served, site location, site hours, space, layout, and security;
- Ensure access to services for people without transportation older adults living in senior housing;
- Utilize major subcontracts or partnerships, if applicable, to provide services;
- Provide various nutrition related services to program participants including obesity prevention healthy lifestyle promotion;
- Establish internal controls and quality assurance;
- Maintain an adequate organizational structure to support staffing needs;
- Utilize community resources for coordinated service referrals; and
- Develop effective outreach strategies to promote access to and participation in CSFP services by hard to reach populations including minorities, person with disabilities and Lesbian/Gay/Bisexual/Transgender (LGBT) persons.

Section IV. Budget Requirements (not included in page count)

80 Points

Programs should refer to the expenditure based budget template for the NYS Master Grant Contract to formulate their budget.

Applicants must propose a budget with consideration given to all costs necessary for the operation of a CSFP for a period of 12 months, assuming an October 1, 2014 start date. All costs must be consistent with the scope of services, reasonable, and cost effective. All costs submitted must be justified with an accompanying narrative. For all existing staff, the budget justification must delineate how the percentage of time devoted to this initiative has been determined. Budget proposals will be evaluated for cost reasonableness, which will be based on the proposed caseload and the funds requested for the caseload. Cost reasonableness, availability of funds, and application score will determine the caseload assignment and the grant award.

Any ineligible budget items will be removed from the budget prior to contracting. The

budget amount requested will be reduced to reflect the removal of the ineligible items.

B. Freedom of Information Law

All applications may be disclosed or used by DOH to the extent permitted by law. DOH may disclose an application to any person for the purpose of assisting in evaluating the application or for any other lawful purpose. All applications will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the application that an applicant believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the application.** If DOH agrees with the proprietary claim, the designated portion of the application will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

C. Application Format

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS THAT DEVIATE FROM THE PRESCRIBED FORMAT (MAXIMUM POINT DEDUCTION = 40 Points).

Applicants must prepare responses to this RFA electronically using the forms provided and print hardcopies for submission; hand-written copies will not be accepted. The applicant should provide responses to all questions contained in the application(s) and attach relevant documentation as attachments to the application as appropriate. Refer to Attachment 3 for a checklist of relevant documentation for each program.

All applications must conform to the format prescribed in Attachment 4 – Commodity Supplemental Food Program Local Agency Application. The value assigned to each section is an indication of the relative weight that will be given when scoring the application:

1. Cover Page - Not Scored
2. Executive Summary – 2.5 %
3. Statement of Need – 8.75%
4. Sponsor Agency’s Ability to Operate a CSFP – 68.75%
5. Budget Requirements – 20%

D. Review & Award Process

Applications meeting the guidelines set forth in this RFA will be reviewed and evaluated competitively by the NYS DOH, Division of Nutrition, Bureau of Nutrition Risk Reduction’s Evaluation Committee. Applications that fail to provide all mandatory information will be omitted from consideration.

Applications will designate one or more counties for which the Agency proposes to provide

CSFP services. The application will be reviewed for compliance with requirements and awarded points in accordance with the evaluation methodology for each section as outlined in the application section. Please note that at the discretion of DOH, some agencies may be allowed to overlap their service areas (counties).

Funding Methodology

The funding methodology is based on score, funding and caseload requested by the applicant as well as the amount of funding and caseload that is available. The total anticipated funding includes both federal and state funding allocations. Approximately \$4.25 million annually is anticipated to be available to Local Agency Contract Budgets.

A maximum of three (3) contracts will be awarded, with guaranteed contracts for two (2) applicants if at least two applicants receive passing scores. Only the top three (3) scoring applicants will be considered. A passing score will be considered 65% (260 points) or higher. The NYS DOH reserves the right to establish a second procurement to procure any balance of unawarded caseload.

In the event of a tied score, the caseload and funding requests of each tied applicant will be assessed to determine the best value.

Unfunded applications with passing scores will remain on file in the Division of Nutrition for one year from the award date and will remain eligible should additional funding and increased USDA caseload become available.

A total caseload of 34,066 has been allocated to NYS CSFP by USDA.

An applicant may receive a contract to provide services in multiple counties. NYS DOH reserves the right to visit a proposed CSFP site, as part of the contract development, to ensure the awarded agency has the ability to carry out the project.

NYS DOH reserves the right to set aside funding to make separate awards through the release of a targeted procurement, should there be no viable applicant to serve particular service areas or special populations.

Caseload Distribution

Caseload capacity awards will be based on historical data including staff to participant ratio, number of permanent and mobile sites, and regional or geographical location. Each county has an estimated number of eligible participants, NYS DOH will determine the number of participants that each agency can reasonably expect to serve in each county, and award contracts accordingly. Given available resources, it may not be possible to provide CSFP services in every county within New York City and Long Island.

Budget Development

The Budget is based on the county(ies) and caseload assigned. All proposed costs will be evaluated for reasonableness, and unallowable costs will be removed. The NYS DOH has the authority to modify applications submitted for this RFA within the requirements to serve the best interests of the State, including awarding more than one contract for each county and adjusting or correcting budget figures.

CSFP relies on in-kind support from sponsor agencies. Funding provided by NYSDOH is intended to support direct service provision with a primary goal of funding local agency CSFP personal service costs.

Funding for one-time expenditures may be added to the local agency's budget in the initial contract year or in subsequent years. Such costs may include site renovation costs, equipment purchases, moving expenses, advertising, etc. **Computer lease/purchase costs will not be included, as they are provided by New York State.**

Note: The CSFP will limit indirect and non-direct program related costs to 10 percent of the total budget. All indirect cost rates are subject to review and approval as set forth in Federal and/or Program regulations.

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, 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: New York State Master Grant Contract

Attachment 2: Sample Letter of Intent/Interest

Attachment 3: Checklist of Required Documentation

Attachment 4: Commodity Supplemental Food Program (CSFP) Local Agency Application

Attachment 5: Instructions for Completion of Budget Forms for Solicitations

Attachment 6: Expenditure Based Budget

Attachment 7: Vendor Responsibility Attestation

Attachment 8: Commodity Supplemental Food Program (CSFP) Work Plan

Attachment 9: Guide to New York State DOH M/WBE RFP/RFA Required Forms

Attachment 10: General Definitions

Attachment 1

New York State Master Grant Contract

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

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

Contract Number: # _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: _____ To: _____</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: _____ To: _____</p> <p>AMENDED TERM:</p> <p>From: _____ To: _____</p> <p>AMENDED PERIOD:</p> <p>From: _____ To: _____</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT:</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</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-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², 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

¹ 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).

² 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.³

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

³As 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:⁴ 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:⁵ 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:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

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

⁴ 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.

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

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

⁷ 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:⁸ 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

⁸ 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:⁹ 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.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part A. Agency Specific Clauses

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

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

B. Prohibition on Purchase of Tropical Hardwoods:

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

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

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

- G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE (*monthly or quarterly*) voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

<< Insert Address >>

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Insert Vendor/Grantee Name Here

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

<< **OR** >>

Attachment A-1 Part B intentionally omitted.

**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					
TOTAL					

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 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.	

**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)¹

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.

¹ 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 2
Sample Letter of Interest

Shawn Femia
Commodity Supplemental Food Program
Division of Nutrition
Bureau of Nutrition Risk Reduction
150 Broadway, 6th Floor West
Albany, NY 12204-2719

Re: Letter of Interest
2013 CSFP RFA
RFA # 1402110210

Dear Ms. Femia:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request:
(Please check one)

- that our organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on the Department of Health website: <http://www.health.ny.gov/funding/>.

E-mail address: _____

- that our organization is unable or prefers not to use the Department of Health's website and requests the actual documents containing any updates, official responses to questions, or amendments to the RFA be mailed to the address below:

Sincerely,

Attachment 3

Checklist of Required Documentation

Enclose all of the required documents and check them off of this list to indicate that they have been included. If you include any of the optional documents, check them off of this list also. Return this checklist and documents with the RFA application.

X	Documentation
X	REQUIRED Documents
	Endorsed CSFP Local Agency Application Cover Page
	Completed CSFP Local Agency Application
	CSFP Local Agency Organization Chart
	Completed CSFP Budget Proposal
	Vendor Responsibility Attestation
	NYS Department of State Registration
	Documentation of Sponsor Agency Federal ID Number from the Internal Revenue Service
	List of Board Members and their affiliations
	Proof the Sponsor Agency is a not-for-profit health agency, local health department or a human service organization with 501(C) (3) status and located within NYC and/or Long Island
X	OPTIONAL Documents
	Letter of Support (Maximum of three letters will be reviewed)
	Sponsor Agency Mission and Vision statements
	Chart or table of major sources of funding
	Proof or a description of how subcontracts or partnerships to provide services will be in place for the contract period if applicable

Attachment 4

New York State Department of Health
Division of Nutrition

Commodity Supplemental Food Program
(CSFP)
Local Agency Application

Applications Due:

August 5, 2014 by 5:00 p.m.

DOH Contact Name & Address:

Shawn Femia
Commodity Supplemental Food Program (CSFP)
New York State Department of Health
Division of Nutrition
Bureau of Nutrition Risk Reduction
150 Broadway 6th Floor West
Albany, NY 12204
Phone: (518) 402-7333 Fax: (518) 402-7220
E-mail: donbnrrcsfp@health.state.ny.us

CSFP APPLICATION

TABLE OF CONTENTS

Instructions: Electronically fill in all forms listed below and return to:

Shawn Femia
Commodity Supplemental Food Program (CSFP)
New York State Department of Health
Division of Nutrition
Bureau of Nutrition Risk Reduction
150 Broadway 6th Floor West
Albany, NY 12204
Phone: (518) 402-7333 Fax: (518) 402-7220
E-mail: donbnrrcsfp@health.state.ny.us

Cover Page

- I. Executive Summary
- II. Statement of Need
 - A. Identify the Population
- III. Sponsor Agency's Ability to Operate a CSFP
 - A. Experience
 - B. CSFP Sites
 - C. Site Hours of Operation - Permanent Sites
 - D. CSFP Proposed Mobile Site Locations
 - E. Internal Controls
 - F. Staffing
 - G. Space
 - H. Service Coordination – Referrals to Other Agencies
 - I. Nutrition Education
 - J. Outreach Activities – CSFP Promotion
 - K. Additional Warehouse Storage Space (Optional)
- IV. CSFP Expenditure Based Budget (Notice: this is a separate form – Attachment 6)

**APPLICATION TO SPONSOR A CSFP PROGRAM IN NEW YORK STATE
COVER PAGE**

Applicant Agency:

Street Address:

Additional Address:

City: State: ZIP Code:

INDICATE IF YOUR AGENCY IS:

A not-for-profit health agency (can include local health departments or human service organizations with 501(C)(3) status)? Yes No

Located in New York City and/or Long Island? Yes No

INDIVIDUAL TO CONTACT REGARDING THIS APPLICATION:

First Name: Last Name:

Title:

Phone: Fax:

Email:

AUTHORIZED SPONSOR AGENCY OFFICERS

AGENCY FISCAL OFFICER:

First Name: Last Name:

Title:

Street Address:

Additional Address:

City: State: ZIP Code:

PROPOSED CSFP DIRECTOR:

First Name: Last Name:

Title:

Street Address:

Additional Address:

City: State: ZIP Code:

PROPOSED CSFP CONTRACT SIGNATORY:

First Name: Last Name:

Title:

Street Address:

Additional Address:

City: State: ZIP Code:

Signature: _____ **Date:** ____/____/____

By signing above, the Sponsor Agency certifies that all information provided is true and correct, and acknowledges its role with respect to the operation of a CSFP agency as stated in the attached Attachment 8 - CSFP Work Plan. The Sponsor Agency understands, and hereby agrees, that submission of this executed Application, and the subsequent execution of a contract to sponsor a CSFP Program, carries with it the obligation to provide CSFP services and perform all CSFP tasks. These include, but are not limited to those listed in the Project Narrative/Work Plan Outcomes, Standards set by Federal CSFP regulations, New York State CSFP requirements, policies and procedures in the New York State CSFP Manual, and ongoing policy and procedure changes incorporated in official New York State CSFP Policy and Administrative Directive memoranda, must be met.

I. Executive Summary (10 Points)

The Executive Summary is the opportunity for the applicant to summarize each of the three major sections of the RFA Application: Statement of Need (including total caseload request); Sponsor Agency's Ability to Operate a CSFP (including major sub-contracts and/or partnerships, if applicable, that will be utilized to provide services); and Budget Requirements. It should clearly demonstrate and quantify how the Applicant's responses support the CSFP and the willingness and ability of the sponsor agency to provide an optimal CSFP that is integrated in the agency's infrastructure. All information in the Executive Summary should be substantiated in the application.

The Executive Summary should be no more than two typed pages (12 point font); single sided and should be presented in a clear, concise format.

II. Statement Of Need (35 Points)

A. Identify the Population

This section should describe the unique characteristics of the community the Sponsor Agency proposes to serve, as well as any strategies the agency would employ to identify the eligible population.

1. Please identify the service area(s) and provide a description of the service population. Be sure to relate population need to the number of caseload slots being requested.

2. Identify any special circumstances or unique characteristics of the population of the proposed service area. Include in the response the needs of residents of senior housing centers, participants without transportation, minorities, persons with disabilities and Lesbian/Gay/Bisexual/Transgender (LGBT).

3. What strategies would the Sponsor Agency use to identify unmet need in the community?

4. How would the agency identify and attract new participants?

5. How would the agency encourage continued participation in CSFP for existing participants?

III. Sponsor Agency's Ability To Operate A CSFP (275 Points)

A. Experience

Agency Type

1. Indicate the type of experience your agency has in carrying out the activities in the table below.

<p>Does your agency have experience in providing services to low income older adults? If so, specify services provided:</p>
<p>Describe any other services your agency provides to other population groups.</p>

B. CSFP Sites

CSFP Local Agency Sites and Caseload Request

1. In the first column in the table below, identify county(ies) in which the Sponsor Agency is applying to provide CSFP services. For each county, identify each of the Sponsor Agency's proposed CSFP sites (permanent and mobile) in the second column, and the site location in the third column. Indicate the proposed number of participants each site will serve on a monthly basis in the fourth column.

County	Permanent or Mobile Site (Enter P or M)	CSFP Site Name/Location	Proposed Monthly Caseload
Total Proposed Participants			

2. For both permanent and mobile sites, describe your method of determining appropriate site location(s) and how it meets the needs of the population identified in the Statement of Need (Section II). Include in the response how the site location(s) will meet the needs of people without access to transportation and/or older adults living in senior housing. If applicable, provide proof or indicate how major subcontracts or partnerships to provide service deliverables will be in place for the contract period. Major subcontracts and partnerships include agreements for leased space, equipment and vehicles as well as consultant staff that will be utilized for daily operations.

C. CSFP Site Hours of Operation - Permanent Sites

- For each permanent CSFP site that will be operated, please complete the charts below, indicating site location, square footage, costs, and hours of operation for a typical month. Applicants proposing to operate more than one permanent CSFP site should complete a copy of this page for each proposed site.

County	Site Name	Proposed Caseload per Month

Physical Address:

Street Address:

Additional Address:

City: State: ZIP Code:

Note: All proposed sites must ensure adequate space is available for the provision of high quality, confidential services to CSFP participants, including determination of program eligibility, provision of group and/or individual nutrition education and counseling, food demonstrations, and on site distribution of CSFP food packages. The CSFP site will be required to have the capacity to receive and warehouse a two to four week supply of at least 50 food commodities, usually stacked on pallets.

	Square Footage		
Office Space		Fixed Costs (Lease/Rent)	In-Kind Contribution
On Site Warehouse Space			
Truck Storage Space			
Total	0		

Site Hours	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	t	to	to	t	t	to	to
	o			o	o		
Week 2	t	to	to	t	t	to	to
	o			o	o		
Week 3	t	to	to	t	t	to	to
	o			o	o		
Week 4	t	to	to	t	t	to	to
	o			o	o		
Week 5	t	to	to	t	t	to	to
	o			o	o		

D. CSFP Proposed Mobile Site Locations

1. For each CSFP mobile site that will be operated, please complete the chart below with regard to the mobile site location and number of participants to be served each month. Applicants proposing to operate more than 10 mobile CSFP sites should complete a copy of this page as needed for additional sites.

County	Site Name/Address	Proposed Caseload per Month	2.Space/Resources for Nutrition Education Activities or Food Demonstrations? Y or N	3.Notes about any Unique Characteristics of the Site that would be beneficial to the senior participant

Empty rectangular box at the top of the page.

H. Service Coordination – Referrals to other Agencies

CSFP participants are often in need of other services that may be offered by the Sponsor Agency, or by an agency that has a relationship with the Sponsor Agency.

Senior Service Coordination

- 1. Describe how the Sponsor Agency would coordinate participation between the CSFP Program and other programs providing services to seniors.

Empty rectangular box for response to question 1.

I. Nutrition Education

- 1. Describe how the Sponsor Agency will ensure that the CSFP staff provides nutrition education that is focused on the participant's needs and interests? Include staff qualifications, frequency of nutrition education sessions, etc.

Empty rectangular box for response to question 1.

Obesity Prevention/Healthy Lifestyle Promotion for Women, Children, and Seniors

- 2. Describe how the Sponsor Agency will ensure that obesity prevention and healthy lifestyle promotion are incorporated into the CSFP nutrition education provided to CSFP participants?

Empty rectangular box for response to question 2.

J. Outreach Activities – CSFP Promotion

- 1. Describe how the agency would identify and implement outreach activities to promote the CSFP including an explanation of how staff will be utilized for these activities.

Empty rectangular box for response to question 1.

- 2. Describe how the agency would use community resources, such as religious organizations, education organizations, community or social service organizations, food pantries, soup kitchens, shelters, employers, grocers, retail stores, shopping centers, etc., for CSFP outreach.

Empty rectangular box for response to question 2.

- 3. Describe how the agency would monitor and evaluate the outreach activities.

Empty rectangular box for response to question 3.

K. Additional Storage Space (Optional) (Not Scored)

Scoring Note – This section will not be scored with the RFA components, but this information will be evaluated to determine if additional storage space funding will be awarded. The applicant must be recommended for a CSFP contract award in order to be considered for this funding. NYSDOH reserves the right to award funds based on these optional questions at its discretion.

1. In order to save transportation and commodity storage costs at the State operated warehouse, consideration for additional funding will be given to agencies that have the ability to store larger amounts of commodities either at the CSFP site or at a separate location. The storage site must be able to receive and store ten (10) or more full truckloads of commodities shipped directly from USDA monthly. Please describe below how this would be accomplished. Applicants proposing to operate more than one storage space should complete a copy of this page for each proposed site.

Storage Site Physical Address:

Street Address:

Additional Address:

City: State: ZIP Code:

2. In which month and year of the contract could this additional storage space be first secured?

Month Year

3. Is this storage space part of your CSFP Permanent Site? Yes No
4. Proposed total square footage available for CSFP Commodity Storage: _____
5. Will CSFP Commodities be stored on racks?: Yes No
6. Describe how much space is available for trucks to maneuver, e.g., is there enough to load and unload without hitting parked cars, poles, buildings, etc.?

7. Describe what the approximate costs to operate this storage space will be for each year of the five year contract. Include rent, utilities, equipment, personnel costs, etc. Include one-time expenses to establish the storage space in the first year of the contract and annual costs to operate the storage space in the following four years. **NOTE: Do not include these expenses in your budget proposal in Attachment 6, as this is a separate, optional proposal.**

	Year One	Year Two	Year Three	Year Four	Year Five
Personnel/Fringe	\$	\$	\$	\$	\$
Space	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
	Total \$	Total \$	Total \$	Total \$	Total \$

Attachment 5

INSTRUCTIONS FOR COMPLETION OF BUDGET FORMS FOR SOLICITATIONS

Complete five sets of budget forms as directed, each for a 12-month period. For each set of forms, complete all required Budget Pages. The five consecutive years' budgets should be labeled as instructed in the RFA.

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

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 based on annualized salary, hours worked, percent effort and months funded for each position.

Tab 2 - Fringe Benefits

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

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.*

Tab 3 – Travel

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 expenses may include costs such as Office Supplies, Printing/Copying, Vehicle Operating Expenses, etc.) Please include a written justification on Tab 6.*

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

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 6

EXPENDITURE BASED BUDGET (80 Points)

(See file labeled Attachment 6 – NYS Master Grant Budget Forms –
posted along with this RFA)

Attachment 7

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, L. 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 application 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 8
Commodity Supplemental Food Program (CSFP) Work Plan

(See file labeled Attachment 8 – CSFP Contract Work Plan – posted along with this RFA)

ATTACHMENT 9

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.

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

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

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

PROJECTED MWBE USAGE

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

*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)

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

**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)

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

MWBE Form #2

MWBE UTILIZATION WAIVER REQUEST

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

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)

Attachment 10 General Definitions

Assigned Caseload: The number of participants a CSFP agency is contracted to serve during a given month. This level is stated in the CSFP contract.

Applicant's Library: A hard copy and/or on-line library of resources and printed information to assist an applicant or prospective applicant in deciding about applying or submitting a proposal and to assist in the proper crafting of the legal document.

Caseload Management: Agency plans for outreach and caseload retention to ensure a consistent participation is assigned. In assigning caseloads, a variety of factors are considered. These include the capability of the local agency to serve the caseload assigned, the percentage of eligible clients expected to receive benefits, and local agency resources.

Certification: The use of criteria and procedures to assess and document each applicant's or participant's eligibility for CSFP.

Certify: Verify that all CSFP participants meet income, category, and residential eligibility requirements.

Commodity Supplemental Food Program (CSFP): USDA food program that distributes food to low-income adults aged 60 years or older.

Contract Manager: The New York State individual responsible for reviewing, monitoring and providing assistance to the local agency regarding the fiscal, technical and daily operations of a CSFP.

Contract Deliverables: A written list of standards and requirements that local agencies must adhere to. The deliverables are included each year as an attachment to the CSFP Contract.

Contract Signatory: The person who is authorized to enter into a contract or other legal document on behalf of their organization.

Corrective Action Plan (CAP): During a management evaluation, if it is determined that an agency has not complied with established program requirements, the agency will be notified of the finding(s) and a written plan of corrective action(s) will be required. The agency has 60 days to submit the corrective action plan to the State office for approval.

CSFP Services: Certification, nutrition education and counseling, food distribution and health care referrals.

CSFP Sites: The location(s) where CSFP services are provided to participants.

Elderly (eligible for CSFP): Those persons that are at least 60 years of age, also described as adults aged 60 years or older.

Estimated Need: An estimated number of eligible participants by geographic area.

FANIS: The FAN Information System (formerly the name of the CSFP Automated System).

FNS: The Food and Nutrition Service Section of the United States Department of Agriculture.

Food Package: The combination of CSFP-approved foods assigned to the CSFP participant.

Formal Referral Relationship: An agency for which a written agreement or memorandum of understanding (MOU) has been established that identifies how individuals are referred to/from a specific service.

Full Time Equivalent (FTE): A decimal indicating the percentage of time an employee works on an annual basis (based on a 35-40 hour week). For example, one employee working a 40-hour week for 52 weeks equals 1.0 FTE.

Human Service Agency: A community action program, family services organization, and/or other non-profits such as Head Start, Cooperative Extension, or Catholic Charities.

Indirect Costs: The shared costs for operating an agency, not easily assigned to a specific program within that agency. Indirect costs may include operating and maintaining facilities, equipment, grounds, or administrative salaries and supplies.

Informal Referral Relationship: An unwritten understanding or arrangement between the sponsor agency and a service provider to share information pertaining to available service(s) with individuals who could benefit from receiving the services(s).

In-Kind Expenses: Non-reimbursable contributions provided by a sponsoring agency to support the operation of their local agency program. In-kind contributions may be in the form of staff, real property, equipment, supplies and other expandable property, and the value of goods and services directly benefiting and specifically identifiable to the program.

Letter of Interest: A formal written communication from a qualified service provider that they intend to submit a proposal in response to a Request for Application (RFA) or a Request for Proposal (RFP), perhaps as a prerequisite of the formal application or proposal. Although not binding, it notifies the State of the agency's interest and desire to be included in all relevant pre-proposal informational updates.

Local Agency (LA): Generally used to refer to those agencies providing local CSFP services to participants through a contract with the New York State Department of Health.

Management Evaluation/Management Review: At least once every two years, the State is required to conduct a review of all local agencies to ensure they meet program requirements and objectives. The State staff evaluate all aspects of program administration, including certification procedures, nutrition education, civil rights compliance, food storage practices, inventory controls, and financial management systems.

Non-Direct Costs: Costs allocated to the CSFP for functions pertaining to the general operation of the Sponsor Agency that can be fairly allocable to CSFP. Non-direct costs can be identified in the sponsoring agency's records and are not to be included in the agency's indirect cost rate or charged to any other project or program. Traditionally, non-direct costs are included in an agency's budget in lieu of indirect costs; an example on non-direct costs would be a CSFP agency sharing a bookkeeper with other programs and allocating a portion to CSFP.

Non-For-Profit Agency: A private agency that is exempt from income tax, under the Internal Revenue Code of 1954, as amended.

Nutrition Education: Individual or group education sessions designed to improve the health status, achieve positive changes in dietary habits, and emphasize relationships between nutrition and health, in keeping with participants' personal, cultural, and socioeconomic preferences.

Outreach: Refers to promotional efforts to encourage and increase participation in the CSFP. Outreach efforts must be consistent with the goals of the CSFP.

Participant: An adult aged 60 years or older who has been certified by the CSFP, and who is receiving supplemental foods under the CSFP.

Participant File: A paper or electronic record of CSFP client program participation.

Participation: The sum of the number of persons who have received supplemental foods during the reporting period.

Planning Area: Geographic areas in which an applicant intends to provide CSFP services.

Recoupment: Funding paid to the State, by the agency which represents reimbursement for expenditures made by the State for the benefit of the agency.

Referral: Means to direct clients to health or social agencies.

RFA: Request for Application, issued by the New York State Department of Health to procure sponsor agencies for CSFP.

Scope of Work/Work Plan: Responsibilities, services, and functions required of a local agency.

Sponsoring Agency: A public health or human service agency or a private non-profit health or human service agency which provides health services either directly or through a contract in

accordance with Federal Regulations 7CFR 247 for the CSFP. Generally used to refer to those agencies sponsoring CSFP services through a contract with the New York State Department of Health. A term that is often used interchangeably with the term Local Agency.

Storage Space: Additional space, beyond the warehouse space used to support the stockpile of commodities delivered to the storage area directly from USDA.

Transition: A period of time when a contract is changing from one sponsor agency to another.

Unmet Need: An estimate of number of eligible participants currently not enrolled in CSFP. It is the difference between the estimated eligibles and the average participation in the current period.

USDA: The United States Department of Agriculture.

Waiting List: A list of eligible adults aged 60 years or older who apply for CSFP, but cannot be certified, because the local CSFP has reached its assigned caseload, and funding is not available to provide CSFP benefits to applicants above the assigned level.

Warehouse Space: An area at the CSFP site used for the storage of commodities needed for the food distribution operations.

Written Agreement: A memorandum of agreement or a contract to provide administration or other services to clients referred from the local agency.