

New York State Department of State
Request for Applications #12-CSBG-21

**Community Services Block Grant
Entitlement Solicitation
To Serve the County of Franklin**

IMPORTANT DATES

Release Date for Solicitation: November 9, 2012

Questions Due: November 19, 2012

Updates Posted: November 26, 2012

APPLICATION DUE DATE: December 12, 2012, no later than 4:00 pm

Amount of Funds to be Awarded: \$166,321 for FFY 2013 (8 months: 2/1/13-9/30/13)
\$221,762 for FFY 2014 (tentative: 10/01/13-9/30/14)

Program Start Date: February 1, 2013 (Federal Fiscal Year 2013)

General Program Information/Inquiry:	Application Submission:
ATTN: Solicitation to Serve the County of Franklin NYS Department of State Division of Community Services One Commerce Plaza 99 Washington Avenue, Suite 1020 Albany, NY 12231-0001 E-mail: dos.sm.DCS@dos.ny.gov	ATTN: Ms. LuAnn Hart 12-CSBG-21 Contract Administration Unit NYS Department of State Bureau of Fiscal Management One Commerce Plaza 99 Washington Avenue, Suite 1110 Albany, NY 12231-0001

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I. Introduction and Background Information

A. Overview and Statutory Authority

Pursuant to authority under §676A(a) of the Community Services Block Grant (CSBG) Act, as amended, by the Community Opportunities, Accountability, and Training, and Educational Services (Coats) Human Services Reauthorization Act of 1998, (Public Law (PL) 105-285), the New York State Department of State (DOS) announces that competing applications will be accepted and an eligible entity will be selected to provide CSBG funded-activities for the County of Franklin, to commence during Federal Fiscal Year (FFY) 2013: February 1, 2013. Selection through this process will result in award of a contract to provide services in Franklin County.

CSBG is a federal block grant created by Congress in 1981 to alleviate poverty nationwide and empower low-income individuals and families to move from poverty to economic self-sufficiency. In New York State, pursuant to Article 6-D of the Executive Law, the Secretary of State is responsible for CSBG administration, which includes allocation, distribution, and monitoring of funds. Within DOS, the Division of Community Services (DCS) is responsible for management and oversight of CSBG.

DOS seeks applicants able to provide services that address the CSBG legislative assurances (See Introductions, Section C) for low-income individuals, families, and communities in the County of Franklin and will accept applications from organizations meeting qualifications as stated in PL 105-285 §676A and as stated below. The applicant may propose creating new programs, expanding existing programs, or expanding programs in collaboration with other area providers to provide comprehensive services. **Franklin County is allocated \$166,321 for FFY 2013(8 months, 2/1/13-9/30/13), and \$221,762 for FFY 2014 (12 months, 10/1/13-9/30/14).** Continued funding as a designated CSBG eligible entity is based on the result of a one-year assessment, as well as federal re-authorization of the CSBG Act, the allocation of CSBG program funding to the State of New York, compliance with contractual requirements, and compliance with the terms of the CSBG Act (42 USC 9901, et seq.; NY State Executive Law Article 6-D). In order to serve as the designated eligible entity for the area subject to this RFA, the applicant must agree to compose and maintain its Board of Directors in such manner as to ensure adequate tripartite representation as described in Section 676B of the CSBG Act (Appendix 1).

SEC. 676A. DESIGNATION AND RE-DESIGNATION OF ELIGIBLE ENTITIES IN UNSERVED AREAS (42 USC 9909)

(a) QUALIFIED ORGANIZATION IN OR NEAR AREA. –

(1) IN GENERAL. – If any geographic area of a State is not, or ceases to be, served by an eligible entity under this subtitle, and if the chief executive officer of the State decides to serve such area, the chief executive officer may solicit applications from, and designate as an eligible entity –

- (A) a private nonprofit organization (which may include an eligible entity) that is geographically located in the unserved area, that is capable of providing a broad range of services designed to eliminate poverty and foster self-sufficiency, and that meets the requirements of this subtitle; and*
- (B) a private nonprofit eligible entity that is geographically located in an area contiguous to or within reasonable proximity of the unserved area and that is already providing related services in the unserved area.*

(2) REQUIREMENT. - In order to serve as the eligible entity for the area, an entity described in paragraph (1)(B) shall agree to add additional members to the board of the entity to ensure adequate representation--

- (A) in each of the three required categories described in subparagraphs (A), (B), and (C) of section 9910(a)(2) of this title, by members that reside in the community comprised by the unserved area; and*
- (B) in the category described in section 9910(a)(2)(B) of this title, by members that reside in the neighborhood to be served.*

(b) SPECIAL CONSIDERATION. – *In designating an eligible entity under subsection (a), the chief executive officer shall grant the designation to an organization of demonstrated effectiveness in meeting the goals and purposes of this subtitle and may give priority, in granting the designation, to eligible entities that are providing related services in the unserved area, consistent with the needs identified by a community-needs assessment.*

(c) NO QUALIFIED ORGANIZATION IN OR NEAR AREA. – *If no private, nonprofit organization is identified or determined to be qualified under subsection (a) to serve the unserved area as an eligible entity the chief executive officer may designate an appropriate political subdivision of the State to serve as an eligible entity for the area. In order to serve as the eligible entity for that area, the political subdivision shall have a board or other mechanism as required in section 676B(b).*

(A link to the CSBG statute and an explanation of terms referenced above can be found in Appendix 1 or <http://www.gpo.gov/fdsys/pkg/PLAW-105publ285/html/PLAW-105publ285.htm>).

B. CSBG Purposes and Goals (§672)

Purpose: CSBG funds are appropriated to *provide assistance to States and local communities, working through a network of community action agencies (CAAs), Community-Based Organizations (CBOs) and other neighborhood-based organizations, for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient* (particularly families who are attempting to transition off a State program carried out under part A of title IV of the Social Security Act (42 USC 601 et seq.)); and,

The aforementioned goals are accomplished through:

- (A) *the strengthening of community capabilities for planning and coordinating the use of a broad range of Federal, State, local, and other assistance (including private resources) related to the elimination of poverty, so that this assistance can be used in a manner responsive to local needs and conditions;*
- (B) *the organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty in the community and may help the families and individuals to achieve self-sufficiency;*
- (C) *the greater use of innovative and effective community-based approaches to attacking the causes and effects of poverty and of community breakdown;*
- (D) *the maximum participation of residents of the low-income communities and members of the groups served by programs assisted through the block grants made under this subtitle to empower such residents and members to respond to the unique problems and needs within their communities; and*
- (E) *the broadening of the resource base of programs directed to the elimination of poverty so as to secure a more active role in the provision of services for–*
 - i. *private, religious, charitable, and neighborhood-based organizations; and*
 - ii. *individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.*

C. CSBG Program Assurances (§676A(b)a-c, (4)

(1)... funds made available through the grant or allotment will be used –

- (A) *to support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 USC*

601 et seq.), homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families, and a description of how such activities will enable the families and individuals –

- i. to remove obstacles and solve problems that block the achievement of self-sufficiency (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under part A of title IV of the Social Security Act);*
- ii. to secure and retain meaningful employment;*
- iii. to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in the communities involved, which may include carrying out family literacy initiatives;*
- iv. to make better use of available income;*
- v. to obtain and maintain adequate housing and a suitable living environment;*
- vi. to obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs; and*
- vii. to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to –*
 - (I) document best practices based on successful grassroots intervention in urban areas, to develop methodologies for widespread replication; and,*
 - (II) strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;*
- (B) to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as –*
 - i. programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation, and entrepreneurship programs); and*
 - ii. after-school child care programs*
- (C) to make more effective use of, and to coordinate with, other programs related to the purposes of this subtitle (including State welfare reform efforts);*

II. How to Apply

Recipients of CSBG funds are required to demonstrate that customers served by funded programs have an income at or below 125% of the current United States Department of Health and Human Services (US DHHS) Poverty Guidelines. §673(2) (Appendix 2).

A. Organizational Capacity

Applicants are required to:

1. demonstrate their ability to meet statutory requirements of the CSBG Act regarding tripartite board composition;
2. demonstrate active Board involvement in program planning, implementation and evaluation;
3. demonstrate the capacity and capability to administer a broad range of services designed to address issues of poverty and promote self sufficiency;
4. demonstrate a successful track record in delivering outcome based services; and,
5. demonstrate management capacity to undertake the proposed services and activities.

B. Community Needs Assessment

Applicants are required to:

1. document the geographic location and any boundaries of the proposed service area precisely and consistently;
2. describe the methodology used to assess the broad range of needs for services to the low-income community;
3. describe its efforts to include participation by low-income members of the community in the needs assessment process;
4. document the level of poverty in the area to be served and other conditions that were identified through the needs assessment process; and,
5. demonstrate that the programs being proposed are consistent with the findings of the needs assessment process.

C. Program Services, Activities, and Outcomes

CSBG funds shall be used to provide:

1. programs and services designed to reduce risk factors, build on individual and family strengths, provide prevention as well as intervention services, be culturally responsive, and flexible in responding to individual needs;
2. programs that relate to the CSBG program assurance areas in: employment, education, income management, housing, emergency services, nutrition, self-sufficiency, and linkages with other community programs;
3. a continuum of family-focused, comprehensive services to low-income individuals and families; applicants may use the Family Development model;
4. assessment of individual and family needs across a broad spectrum of domains providing services in a holistic manner to address growth and development, and supporting movement toward self-sufficiency;
5. programs may be coordinated with other entities which serve to address the needs of low income and vulnerable populations such as Workforce Investment Programs (One-Stop Centers), Family Literacy, Child Support Enforcement, Youth Development Programs, Service for the Elderly, Asset Development Programs, Domestic Violence Programs, etc.; and,
6. the proposal summary and the logic model format are the methods used to demonstrate capacity for this portion of the grant application.

D. Collaborations and Partnerships

Applicants are required to:

1. demonstrate capacity to work collaboratively with other local agencies to create programs or expand the scope of existing programs that provide services in such areas as employment, education, housing, emergency services, and self-sufficiency for local populations including children, youth, adults, and the elderly; and,
2. demonstrate ability to mobilize public and/or private resource and how those resources will directly benefit the project.

E. Accountability and Reporting

Applicants are required to:

1. comply with Results-Oriented Management and Accountability (ROMA), the national system for CSBG grantee operations and reporting. *(See Appendix 3 for an explanation of ROMA and Appendix 4 for list of National Performance Indicators)*. Applicants not currently a Community Action Agency (CAA) must demonstrate their knowledge of other outcome-based service delivery methods and reporting. Applicants must target services to the low income population at or below 125% of the federal poverty guideline; *(Appendix 2)*
2. identify the technology (software) currently being used for customer intake and assessment, recording/tracking customer outcome, and reporting to board/funding sources; and
3. describe the process used to ensure customers receiving CSBG-funded services do not exceed 125% of the federal poverty guidelines.

F. Funding and Resource Mobilization (Budget) *(Appendix 5 and Appendix 9)*

Applicants are required to demonstrate that:

1. costs are reasonable and necessary to carry out the work scope;
2. it can document how it will meet the required 25% local share/non-federal match for CSBG funding; and,
3. the use of CSBG funds for administration is equitable in relation to total agency operations.

G. Minority and Women Owned Businesses (Forms A and B)

Applicants are required to submit a Plan for Certified Minority-And Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women as part of this application. The Utilization Plan-Form A and Staffing Plan Form B, must be completed and attached for the application to be considered

H. Access to Services

Additional points may be awarded to applications best demonstrating effective methods to be used to provide access to programs and services for low income people throughout Franklin County addressing both the geographic and demographic diversity of the area. Effective methods should, among other things, demonstrate the Applicant's ability to facilitate access to services for eligible persons in geographically remote locations throughout the service area, as well as the Applicant's ability to facilitate access to services for diverse populations of eligible persons within the service area.

III. Applicant Eligibility Criteria and Proposal Requirements

CAAs and CBOs in New York State who meet the criteria outlined in the statute may apply for CSBG funds to serve the unserved area of the County of Franklin. Applicants must have been operating as a CAA or CBO for at least 5 years and currently be providing federally or state-funded services to low-income persons.

A. Eligibility Criteria

Community Action Agency (CAA) shall mean any private not-for-profit organization currently designated as an *eligible entity* pursuant to New York State Executive Law 159-e(1). Such organization shall have a tripartite board as its governing board, selected by the *entity* and composed so as to assure that:

- (1) *one-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives, except that if the number of such elected officials reasonably available and willing to serve on the board is less than one-third of the membership of the board, membership on the board of appointive public officials or their representatives may be counted in meeting such one-third requirement;*
- (2) *not fewer than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families in the neighborhood served; and,*
- (3) *the remainder of the members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.*

Community-based organization (CBO) shall mean any not-for-profit organization incorporated for the purpose of providing services or other assistance to economically or socially disadvantaged persons within its designated community. Such organization must have a board of directors of which more than half of the members reside in such designated community. (NYS Executive Law §159-e(4))

To be eligible for award and designation as a CSBG eligible entity pursuant to this RFA and in accordance with Section 676A of the CSBG Act, Applicant must be a 501(c)(3) not-for-profit, and:

CBO applicants must presently have one or more offices within Franklin County, be capable of providing a broad range of services designed to eliminate poverty and foster self-sufficiency, and meet the requirements of the federal CSBG Act.

CAA applicants must either: (A) presently have one or more offices within Franklin County; OR (B) presently provide related services within Franklin County, and have one or more offices within a contiguous CSBG service area or within close proximity of Franklin County.

The Applicant shall be required to, upon award, compose and maintain its Board of Directors in such manner as to ensure adequate tripartite representation as described in Sections 676A and 676B of the CSBG Act (42 U.S.C. §§ 9909 and 9910).

B. Proposal Requirements

All applicants are required to demonstrate that their organization:

- currently provides federally-funded or state-funded services to low-income persons;
- includes a board of directors that allows for maximum feasible participation of the poor, either through tripartite composition as required by NY Executive Law § 159-e(2) for CAAs, or, for CBOs, where more than 50% of its members reside in its service area; and,
- has existed continuously as a CBO or CAA for at least 5 years.

C. Due Date and Time

All applications **MUST** be received by the date and time stated on the cover page of this RFA.

Applications which are received late will not be considered and will be returned to the applicant agency without review.

D. Application Submission

ONE signed and complete original application, plus **FOUR** exact copies of each application must be submitted, (for a total of 5). ALL submissions must contain the complete application including signature pages. All applications must be delivered to:

Ms. LuAnn Hart 12-CSBG-21
Contract Administration Unit
NYS Department of State
Bureau of Fiscal Management
One Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231-0001

Electronic or fax copies will not be accepted. All applications must be complete to be considered for review. The RFA and application package is also available online at www.dos.ny.gov/funding.

E. Questions and Updates

All questions regarding the solicitation to serve Franklin County must be submitted in writing, and received on or before the *Questions Due* date as stated on the cover of this RFA.

Written hard copies should be addressed to: New York State Department of State, Division of Community Services (DCS), Attention: CSBG Solicitation to Serve Franklin County 12-CSBG-21, One Commerce Plaza, 99 Washington Avenue, Suite 1020, Albany, NY 12231-0001.

E-mail inquiries should be sent to: dos.sm.DCS@dos.ny.gov, with the subject listed as: *CSBG Solicitation for Proposals, General Questions*.

Questions and answers will be posted on the RFA *Updates Posted* date as stated on the cover of this RFA at the following URL address: www.dos.ny.gov/funding.

No responses will be provided to inquiries made by telephone other than to request an RFA package.

F. Funding

Franklin County is allocated \$221,762 for FFY 2013, approximately \$166,321 of which is anticipated to be available from 2/1/13 through 9/30/13. It is also anticipated that \$221,762 will be allocated to Franklin County for activities from 10/1/13-9/30/14. Funding will depend on the results of a comprehensive on onsite review immediately after the completion of the first year of funding pursuant to CSBG Act §678B(a)(2)2, as well as congressional reauthorization of CSBG, and an annual appropriation of funds. Allocations will fluctuate based on the level of federal appropriation.

IV. Completing the Application

Requirements for Submission

Applicants should respond using the Application forms as indicated. All sections should be completed. Narrative will be evaluated based on predetermined values described in Section V of this RFA. Additional pages may be attached where necessary and requested, but should not exceed any additional pages per part, as noted, except for the Logic Model and where otherwise stated; additional pages are unnecessary for the Budget section. Applications should be typed in Word format and should not use a font size smaller than 10, or margins narrower than .75/right-left, and .5/top-bottom.

Application Cover Page and Project Summary

Part A and B: Applicant Identification and Certifications, Attestations, and Acknowledgements: applicants must submit an original signed copy. Failure to do so will eliminate the application from review.

Part C: Project Summary

Provide a summary that:

1. Describes the organization's capacity to deliver outcome based services to the low income residents of Franklin County;
2. Outlines the new programs or programs being expanded with CSBG funds;
3. Describes the basis for the programs being proposed for funding; and,
4. Describes the collaborations established with other area agencies to provide or expand services.

A. Organizational Capacity

Applicants are required to:

1. Demonstrate the organization's ability to meet the statutory requirements of the CSBG Act regarding tripartite board composition;
2. Demonstrate the board's active involvement in program planning, implementation and evaluation;
3. Demonstrate the capacity and capability to administer a broad range of services designed to address issues of poverty and promote self-sufficiency;
4. Demonstrate a successful track record in delivering outcome based services; and,
5. Demonstrate management capacity to undertake the proposed services and activities.

B. Community Needs Assessment

Applicants are required to:

1. Document the geographic location and any boundaries of the proposed service area precisely and consistently;
2. Describe the methodology used to assess the broad range of needs for services to the low-income community;
3. Describe its efforts to include participation by low-income members of the community in the needs assessment process;
4. Document the level of poverty in the area to be served and other conditions that were identified through the needs assessment process; and,
5. Demonstrate that the programs being proposed are consistent with the findings of the needs assessment process.

C. Program Services, Activities and Outcomes

Applicants are required to describe:

1. Proposed programs and services which are designed to reduce risk factors, build on individual and family strengths, provide prevention as well as intervention services, be culturally responsive, and flexible in responding to individual needs;
2. Programs that relate to the CSBG program assurance areas in: employment, education, income

management, housing, emergency services, nutrition, self-sufficiency, and linkages with other community programs;

3. A continuum of family-focused, comprehensive services to low-income individuals and families; applicants may use the Family Development model;
4. The assessment of individual and family needs across a broad spectrum of domains providing services in a holistic manner to address growth and development, and supporting movement toward self-sufficiency;
5. How programs may be coordinated with other entities which serve to address the needs of low income and vulnerable populations such as Workforce Investment Programs (One-Stop Centers), Family Literacy, Child Support Enforcement, Youth Development Programs, Service for the Elderly, Asset Development Programs, Domestic Violence Programs, etc.; and,
6. Complete the proposal summary and the logic model format which are the methods to demonstrate capacity for this portion of the grant application.

D. Collaborations and Partnerships

Applicants are required to demonstrate:

1. The capacity to work collaboratively with other local agencies to create programs or expand the scope of existing programs that provide services in such areas as employment, education, housing, emergency services, and self-sufficiency for local populations including children, youth, adults and the elderly; and,
2. The ability to mobilize public and/or private resources and how those resources will directly benefit the project.

E. Accountability and Reporting

Applicants are required to:

1. Comply with Results-Oriented Management and Accountability (ROMA) the national system for CSBG grantee operations and reporting. (See Appendix 3 for an explanation of ROMA and Appendix 4 for list of National Performance Indicators). Applicants that are not currently a Community Action Agency must demonstrate their knowledge of other outcome based service delivery methods and reporting;
2. Identify the technology (software) currently being used for customer intake and assessment, recording/tracking customer outcome, and reporting to board/funding sources; and,
3. Describe the process used to ensure customers receiving CSBG funded services do not exceed 125% of the federal poverty guidelines. Recipients of CSBG funds are required to demonstrate that customers served by funded programs have an income at or below 125% of the current United States Department of Health and Human Services (US DHHS) Poverty Guidelines. §673(2) (Appendix 2).

F. Funding and Resource Mobilization (Budget)

Applicants are required to:

1. Demonstrate that costs are reasonable and necessary to carry out the work scope;
2. Document how it will meet the required 25% local share/non-federal match for CSBG funding;
3. Demonstrate that combined with local share, CSBG funds will constitute 100% of project costs; and
4. Demonstrate the use of CSBG funds for administration is equitable in relation to total agency operations.

G. Minority and Women Owned Businesses (Forms A and B)

Applicants are required to submit a Plan for Certified Minority-And Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women as part of this application. The Utilization Plan-Form A and Staffing Plan Form B, must be completed and attached for the application to be considered.

H. Access to Services (second level review)

Additional points may be awarded to Applicants best demonstrating effective methods to be used to provide access to programs and services for low income people throughout Franklin County addressing both the geographic and demographic diversity of the area. Effective methods, should, among other things, demonstrate the Applicant's ability to facilitate access to services for eligible persons in geographically remote locations throughout the service area, as well as the Applicant's ability to facilitate access to services for diverse populations of eligible persons within the service area.

V. Review and Rating Criteria

Application Evaluation and Scoring

(Pass/Fail)

The following criteria must be met for applications to be qualified for consideration; failure to meet the criteria will result in disqualification of the Application.

1. Application MUST be received by the stated due date and time.
2. Application must include one signed original, plus 4 exact copies.
3. Applicant has been operating as a CAA or CBO for at least 5 years.
4. Applicant currently provides federally funded–or state-funded services to low-income persons.

Once an application is determined to pass the basic criteria noted above, it will be reviewed for content. The corresponding values indicate the importance that DCS places on each evaluation criterion. Competing applications will be reviewed and evaluated against the criteria below.

Application Cover Page and Project Summary

(not scored)

A. Organizational Capacity:

(15 points)

1. Applicants have demonstrated the ability to meet the statutory requirements of the CSBG Act regarding tripartite board composition.
2. Applicants are required to document the board's active involvement in program planning, implementation and evaluation. This may include board policies and meeting minutes.
3. Applicant must document the capacity and capability to administer a broad range of services designed to address issues of poverty and promote self sufficiency. Identify programs currently or previously operated, dates of operation and primary source(s) of funding.
4. Based on the information in number 3, applicant must demonstrate a successful track record in delivering outcome based services.
5. Applicant must document management capacity to undertake the proposed services and activities.
 - a. Applicant must attach its organizational chart and resume of CEO and CFO.
 - b. Applicant must attach a total agency budget for its current fiscal year.

B. Community Needs Assessment:

(15 points)

Applicant must describe the geographic location and any boundaries of the proposed service area precisely and consistently.

1. Applicant documents the geographic location and any boundaries of the proposed service area precisely and consistently.

2. Applicant must describe methodology used to assess the broad range of needs for services to the low-income community. This may include sources of statistical information, use of surveys, use of community forums or focus groups with targeted populations, etc.
3. Applicant must describe its efforts to include participation by low-income members of the community in the needs assessment process.
4. Applicant must provide information concerning the level of poverty in the area to be served and other conditions that were identified through the needs assessment process.
5. Applicant must provide information to support the programs being proposed are consistent with the findings of the needs assessment process.

C. Program Services, Activities and Outcomes (Logic Model): (25 points)

Applicant must provide a logic model work plan that is outcome oriented for each program being created or expanded with CSBG funds.

1. Applicant must describe the connection between the community needs assessment findings and the need for each program being proposed
2. Applicant must demonstrate that programs relate to one or more of the CSBG program assurance areas (employment, education, income management, housing, emergency services, nutrition, self-sufficiency, and linkages with other community programs).
3. Applicant must demonstrate that the amount of CSBG and other resources identified for each program is reasonable.
4. Applicant must describe its collaboration with other entities which serve to address the needs of low income and vulnerable populations such as Workforce Investment Programs (One-Stop Centers), Family Literacy, Child Support Enforcement, Youth Development Programs, Service for the Elderly, Asset Development Programs, Domestic Violence Programs, etc.
5. Applicant must demonstrate that programs are outcome focused and measurable indicators. Outcomes must be reasonable for the resources being applied. (See Appendix 4 for the list of ROMA Outcome Indicators-NPIs).
6. Applicant's logic model format must clearly describe all of the programs outlined in the project summary section of the application.

D. Collaborations and Partnerships: (10 points)

1. Applicant must identify the other agencies who will work collaboratively to create new programs or expand existing services that are described in the work plan. Applicant must describe the nature and extent of the collaboration with each partner and how it will impact the proposed project.
2. If the collaboration is monetary, applicant must indicate the types and amounts of public and/or private resources it will mobilize, and how those resources will directly benefit the project. Agency must demonstrate its ability to mobilize public and/or private resource and how those resources will directly benefit the project.

E. Accountability and Reporting: (10 points)

1. The applicant must describe current or prior experience with outcome-based program reporting, including knowledge of ROMA or demonstrate knowledge of other outcome based program reporting.
2. Applicant must identify the technology (software) currently being used for customer intake and assessment, recording/tracking customer outcome, and reporting to board/funding sources. A sample report may be attached.
3. Applicant must describe the process used to ensure customers receiving CSBG funded services do not exceed 125% of the federal poverty guidelines.

F. Budget:**(20 points)**

1. Proposed use of CSBG funds are reasonable and necessary to administer the agency and accomplish the programs. Budgets should equal the allocation for Franklin County (\$166,321). Budgets that exceed this value will be reduced.
2. Local share funds are non-federal and appropriate to the services proposed.
3. Total costs are reasonable and consistent with anticipated results.
4. Administrative costs are equitable in relation to the total agency budget.

G. M/WBE Utilization Plan:**(5 points maximum)**

Applicant must submit a Plan for Certified Minority-And Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women as part of this application. The Utilization Plan-Form A and Staffing Plan Form B must be completed and attached for the application to be considered.

H. Access to Services: (Second level review)**(10 points maximum)**

Additional points may be awarded to applicants demonstrating effective methods to be used to provide access to programs and services for low income people throughout Franklin County addressing both the geographic and demographic diversity of the area. Effective methods should, among other things, demonstrate the Applicant's ability to facilitate access to services for eligible persons in geographically remote locations throughout the service area, as well as the Applicant's ability to facilitate access to services for diverse populations of eligible persons within the service area.

VI. AWARD ADMINISTRATION INFORMATION

Applications will be reviewed and all applicants will be notified of funding decisions. **Grant awards will have a start date of February 1, 2013.** The highest scored Applicant will be notified of funding decisions through issuance of a Notice of Award document that sets forth the amount of funds granted, and the terms and conditions of the grant award, which are subject to approval by the Office of the State Comptroller.

An opportunity to be debriefed will be provided, upon request, to unsuccessful applicants. Requests must be made in writing within 15 days of notification to the same address to which applications are submitted.

Pursuant to New York State Procurement Guidelines, DOS also reserves the right to:

1. Reject any or all solicitations received in response to the 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 application fail to conform to the requirements of this RFA;
5. Seek clarifications and revisions of applications;
6. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or other information submitted by the applicant in response to the Department's request for additional information in the course of evaluation and/or selection under the RFA;
7. Prior to the application due date, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the application due date, direct applicants to submit application modifications addressing subsequent RFA amendments;

9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with successful applicants within the scope of the RFA in the best interests of the state;
13. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with a selected applicant;
14. Use any and all ideas submitted in the applications received;
15. 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 application and/or to determine an applicant's compliance with the requirements of the RFA; and,
16. Not to make any awards pursuant to this RFA.

VII. Contracting Requirements for Successful Applicants

A. Standard Contract

Sample contracts are for informational purposes and should not be submitted with the proposal. The successful applicant will receive a standard contract package to complete at the time funds are awarded. A sample contract can be found at the link in Appendix 6.

B. Federal Certifications

Applicant should be aware that if selected as the eligible entity, it will be required to certify as part of the executed contract that it will comply with Federal requirements concerning the drug-free workplace, and debarment regulations, and Certification Regarding Environmental Tobacco Smoke, and Disclosure of Lobbying Activities. The successful applicant will also be required to comply with provisions of the Hatch Act (5 USC § 1501-1508 and §7324-7328) which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds; the provisions of the Davis-Bacon Act (40 USC § 276a to 276a-7); the Copeland Act (40 USC § 276c and 18 USC § 874); and, the Contract Work Hours and Safety Standards Act (40 USC § 327-333). (*Appendix 7*)

C. Vendor Responsibility Questionnaire (For informational purposes only. Do not enroll at this time)

The **Department of State** recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. The successful applicant can enroll in and use the New York State VendRep System, with instructions 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: www.osc.state.ny.us/vendrep, or may contact the **Department of State** or the Office of the State Comptroller's Help Desk for a copy of the paper form. Applicants are strongly urged to use the online system to expedite contract processing and provide access to supporting contract information.

D. Prohibitions on Use of Funds

1. CSBG funds may NOT be used to purchase or improve land, or for the purchase, construction, or permanent improvement of any building or facility, or for political activities.
2. All CSBG recipients will be subject to the Hatch Act. *(Appendix 8)*

VIII. APPLICATION CHECKLIST

Applicants should check off each section to ensure submission of a complete application.

Application Form

- Part A** Applicant and Project Identification
- Part B** Applicant Certifications/Attestations
 - Certifies as incorporated entity; 501(c)(3)
 - Indicates Federal ID and Charities Registration
 - Board Chair Name and Address are provided
 - Attests to Local share match
 - Certifies it serves a population meeting the poverty guideline
 - VRQ Attestations
 - Application Signature **(original and on 4 copies)**
- Part C:** Project Summary
- Section A - Organizational Capacity**
 - Board list (for CAA or CBO)
 - Board Policy or Minutes
 - Chart of Current or Past Programs
 - Applicant Organizational Chart
 - Résumés of CEO and CFO
 - Annual agency budget for current fiscal year
 - Sample of previous outcome reports (if available)
- Section B - Community Needs Assessment**
- Section C - Program Services, Activities and Outcomes (Logic Model)**
 - One logic model for each program proposed
- Section D - Collaborations & Partnerships**
- Section E - Accountability and Reporting**
 - Attach Sample Outcome reports to illustrate agency system
- Section F - Budget**
 - Budget Summary
 - Salaries & Wages
 - Justification of Administrative Titles
 - Local Share
 - Budget Support Data
 - Budget Narrative
- Section G - Minority/Women Owned Business Enterprises**

Forms to be attached:

 - Utilization Plan (Form A)
 - Staffing Plan (Form B)
- Section H - Access to Services**

Form to be attached

IX. APPLICATION PACKAGE

- Application (Parts A/B) and including signed Certification
 - Project Summary (Part C)
 - Section A- Organizational Capacity
 - Section B- Community Needs Assessment
 - Section C- Program Services, Activities and Outcomes (Logic Model)
 - Section D- Collaborations and Partnerships
 - Section E- Accountability and Reporting
 - Section F- Budget
 - Section G – Forms and Instructions for M/WBE Program
 - Section H- Access to Services (second level review)

**APPLICATION FOR FUNDING FOR A CSBG-ELIGIBLE ENTITY
TO SERVE FRANKLIN COUNTY, NEW YORK**

PART A - APPLICANT IDENTIFICATION			
APPLICANT: (Full legal name of corporation)			
Applicant Mailing Address: (Full legal address of corporation)			
(#/Street):			
(city)	NY	(zip)	
Executive Director/Chief Executive:			E-MAIL:
AGENCY IDENTIFICATION			
NAME OF AGENCY			
Location (County/Target Area):			
Contact Person:		Title:	
Phone: ()	Fax: ()	E-MAIL:	
Contact Mailing Address (if different from applicant)			
(#/ street)			
(city)	NY	(zip)	
Board of Directors - Chair/President:			Phone: ()
Board Chair Mailing Address:			
(#/ street)			
(city)	NY	(zip)	E-MAIL
Total Funds Requested: \$		(allocation is \$166,321 in year one)	

PART B - APPLICANT CERTIFICATIONS, ATTESTATIONS, and ACKNOWLEDGEMENTS			
Applicant is a 501(c)(3)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YEAR OF NYS INCORPORATION: []
Applicant Federal Identification Number:	Applicant Charities Registration Number:		
	NYS Vendor ID:		
Applicant has operated as an incorporated CAA or CBO for 5 years (continuously)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Applicant is:	CAA <input type="checkbox"/>	CBO <input type="checkbox"/>	
Applicant certifies that it currently provides federally-or state-funded services to low-income individuals	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Agency certifies that it will serve a population that meets the 125% poverty income guideline	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Board of Directors List is attached (applicable for all applicants: CBOs and CAAs)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Agency attests that it has obtained a 25% local share match	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Vendor Responsibility Acknowledgement: I hereby acknowledge that if awarded funding, we will comply with the Vendor Responsibility Requirement of the State of New York as outlined on page 11 in this RFA.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

CERTIFICATION

This Certifies that the CSBG funds will be used to provide services and activities benefitting low-income persons meeting the federal Poverty Guidelines, in accordance with the purposes, goals, and assurances of PL 105-285, local needs assessments, and the national CSBG goals and outcome measures. There will also be adherence to the applicable OMB Circulars (such as A-110, A-122, A-133) and limitations and prohibitions placed on the use of funds by PL 105-285. Applicant also hereby certifies that it will conform its Board to meet the tripartite requirements of 42 USC 9909 and 9910.

Name (Print)	Signature	Date

Project Summary (Part C)

Provide a summary describing the following:

Agency capacity to deliver outcome based services to the low-income residents of Franklin County.

(enter text)

Outline the new programs or programs being expanded with CSBG funds, the basis for the programs being proposed for funding, and collaborations established with other area agencies to provide or expand services.

(enter text)

Describe how programs and services designed to reduce risk factors, build on individual and family strengths, provide prevention as well as intervention services, be culturally responsive, and flexible in responding to individual needs

(enter text)

Describe the intake and assessment process to determine individual and family needs across a broad spectrum of services that will support the movement toward self-sufficiency

(enter text)

***(Do not exceed 2 additional pages, not including any attachments)**

SECTION A - Organizational Capacity

Forms:

Complete the Board Membership List (Tripartite form for CAA and/or roster list for CBO)

Current And Past Programs operated that address broad issues of poverty

Summary demonstrating agency organizational capacity.

Attachments:

Attach a copy of board policy, minutes, or other documentation that verifies board involvement in program planning, implementation, and evaluation

Attach a copy of the resume of CEO and CFO

Attach a copy of your agency organizational chart

Attach a copy of your agency annual budget for the current fiscal year

Section A

**COMMUNITY ACTION AGENCY
BOARD OF DIRECTORS AND OFFICERS**

APPLICANT: _____ DATE: _____

Officers	
Name	Office
_____	_____
_____	_____
_____	_____
_____	_____

Elected Public Officials (1/3 of the members)			
Total Number of Seats: _____		(as stated in current bylaws)	
Total Number of Vacancies: _____		(as of the date of this document)	
Name, Address & E-mail Address	Public Official*	Current Term	Verification Document(s)
1	Office:	to	
	Title:		
2	Office:	to	
	Title:		
3	Office:	to	
	Title:		
4	Office:	to	
	Title:		
5	Office:	to	
	Title:		

***Public Official:** One-third of the members must be elected public officials or their representatives. The elected public official must be in office. Indicate the *office* and *title* of the public official serving or being represented (mayor, county supervisor, member of Congress, etc.).

Section A – continued

Community Action Agencies

Representatives of Low-Income Individuals and Communities (or at least 1/3 of the members)			
Total Number of Seats: _____ (as stated in current bylaws)		Total Number of Vacancies: _____ (as of the date of this document)	
Name, Address & E-mail Address	Neighborhood*	Current Term	Verification Document(s)
1		to	
2		to	
3		to	
4		to	
5		to	

***Neighborhood:** Please complete, if applicable, in compliance with the federal statute which requires, *Each representative of low-income individuals and families selected to represent a specific neighborhood must reside in the neighborhood represented.*

Section A - continued

Community Action Agencies

Representatives of the Private Sector (remainder of the members) [Must be members or officials]			
Total Number of Seats: _____ (as stated in current bylaws)			
Total Number of Vacancies: _____ (as of the date of this document)			
Name, Address & E-mail Address	Member/Official*	Current Term	Verification Document(s)
1		to	
2		to	
3		to	
4		to	
5		to	
6		to	

***Indicate the federally-required category.** The federal statute requires the remaining seats to be filled with members or officials of: business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.

(additional copies of these forms may be made to accommodate membership lists)

Section A (continued)

CURRENT AND PAST PROGRAMS OPERATED THAT ADDRESS BROAD ISSUES OF POVERTY

Program name and brief description of services provided	Dates of operation	Primary funding source(s) and last annual amount(s)	Customer outcomes accomplished in last year of operation

***(Do not exceed 1 additional page, not including any attachments)**

Section A (continued) - Summary (up to 2 pages) *

Demonstrate agency organizational ability to carry out this contract. This may include governance, fiscal, human resources, information technology, and comprehensive service delivery experience.

[enter text]

***(Do not exceed 1 additional page, not including any attachments)**

SECTION B - Community Needs Assessment:

42 U.S.C. 9901 et seq., Section 676, (b), (11) states that . . . *the State will secure from each eligible entity in the State, as a condition to receipt of funding by the entity through a community services block grant made under this subtitle for a program, a community action plan (which shall be submitted to the Secretary, at the request of the Secretary, with the State plan) that includes a community-needs assessment for the community served, which may be coordinated with community-needs assessments conducted for other programs;*

Date of Needs Assessment:

Describe in detail the geographic area including location and boundaries of proposed services.

(enter text)

Describe the methodology used to assess the broad range of needs in the low income community. (Examples: sources of statistical information: use of surveys; focus groups/forums; interviews; etc)

(enter text)

Describe specifically participation of the low-income population in the needs assessment process.

(enter text)

Describe findings drawn from the needs assessment process: i.e. level of poverty, priorities for services, etc.

(enter text)

Describe programs to be created or expanded with CSBG funds to address the priorities noted above:

(enter text)

***(Do not exceed 2 additional pages, not including any attachments)**

SECTION C - Program Services, Activities, and Outcomes (Logic Model)

Complete one logic model for each program that will be created or expanded with CSBG funds. Please use the blank form on the next page to complete your Logic Model.

SAMPLE LOGIC MODEL - FOR YOUR INFORMATION

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator (6)
(1)	(2)	(3)	(4)	(5)	(6)
<p>State the identified problem or need the proposed project will address.</p> <p>Projects may address more than one problem or need.</p>	<p>List the resources available or anticipated, and which will be used to support the proposed project.</p> <p>This column should be used to present a brief overview of resources.</p> <p>CSBG Funds \$ _____</p> <p>Local Share Cash \$ _____</p> <p>In-Kind \$ _____</p> <p>Total Other Cash \$ _____</p>	<p>Identify the services or activities that comprise the proposed project.</p> <p>(For applicants familiar with other logic model formats, this column describes <i>outputs</i>.)</p> <p>For each distinct activity or service, include the following information:</p> <p>(a) A <i>brief description</i> of the service or activity</p> <p>(b) The <i>number of participants</i> who will receive the service or enroll in the program</p> <p>(c) The <i>time frame</i> in which the service or activity will take place</p>	<p>Identify the project’s anticipated results in general terms.</p> <p>Outcome statements should describe benefits to low-income individuals and families that will be achieved as a result of the project.</p> <p>There should be a clear association between the outcomes, the identified problems/needs, and the services/activities.</p>	<p>Identify the project’s anticipated results in specific terms, including projected success rates.</p> <p>For each outcome indicator include:</p> <p>(a) The <i>number</i> of participants expected to achieve the outcome</p> <p>(b) The <i>number</i> of participants expected to receive the service or enroll in the program</p> <p>(c) The <i>percentage</i> of participants served who are expected to achieve the outcome</p>	<p>Include the alpha-numeric identifiers for the CSBG National Performance Indicators (NPIs) that will be used to measure and report outcome(s).</p> <p>For outcomes that do not directly correspond to the CSBG NPIs, indicate “N/A.”</p>
<p>EXAMPLE:</p> <p><i>Middle school youth lack the skills needed to manage conflicts constructively.</i></p>	<p>EXAMPLE:</p> <p>CSBG Funds \$100,000</p> <p>Local Share Cash \$10,000</p> <p>In-Kind \$15,000</p> <p>Total Other Cash \$5,000</p>	<p>EXAMPLE:</p> <p><i>Peer mediation training will be provided to 20 middle school students between Feb. 1 and April 30.</i></p>	<p>EXAMPLE:</p> <p><i>Middle school youth demonstrate the ability to resolve conflicts through non-violent means.</i></p>	<p>EXAMPLE:</p> <p><i>15 of 20 youth, or 75% of middle school youth, acquire skills in conflict resolution and peer mediation.</i></p>	<p>EXAMPLE:</p> <p>6.3B.5</p>

SECTION C - Program Services, Activities, and Outcomes (Logic Model)

Complete one logic model for each program that will be created or expanded with CSBG funds

(Please add additional pages as necessary to complete the logic model)

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator

SECTION E - Accountability and Reporting

Please describe your agency's knowledge and experience with outcome-based programming and reporting.

(enter text)

Please identify the software and technology currently available to conduct customer intake and comprehensive customer assessment, record and track customer outcomes, and report to your board/funding source(s). *(A sample report may be attached*)*.

(enter text)

Describe the process to be used to ensure compliance with the 125% poverty eligibility requirement.

(enter text)

***(Do not exceed 1 additional page, not including any attachments)**

(Only the following budget forms will be accepted)

SECTION F -Budget

NEW YORK STATE DEPARTMENT OF STATE
COMMUNITY SERVICES BLOCK GRANT

Budget Summary

Contractor: _____

FFY 2013

Budget Period: 2/01/13 To 9/30/13

(a) TOTAL ALLOCATION CSBG WORKFORCE DEVELOPMENT DISCRETIONARY GRANT FUNDS \$ _____

(b) REQUIRED LOCAL SHARE \$ _____

At least 25% of the total allocation of Federal funds.

(Such share may be in cash, in-kind services, or a combination thereof).

(c) TOTAL PROJECT COST \$ _____

Cost Categories	FFY 2013 CSBG Funds	FFY 2013 Local Share	TOTAL PROJECT COST
1. Personnel Services	\$	\$	\$
2. Delegate Agencies	\$	\$	\$
3. Contractual Services/Audit	\$	\$	\$
4. Equipment Purchase/Lease	\$	\$	\$
5. Other Direct Costs (complete App B4)	\$	\$	\$
6. Administrative Costs Indirect Rate _____% Admin Rate/Cost _____%	\$	\$	\$
TOTAL	\$	\$	\$

Description of Contractual Services/Audit and Equipment Purchase/Lease expenses included in Cost Categories 3 and 4:

CSBG funds **must** be used in accordance with the cost principles of OMB Circulars A-122 and A-110. Grantees must comply with the limitations and prohibitions as stated in federal **CSBG statute (42 U.S.C. 9901 et seq.)** Section 678F and any subsequent amendments.

Section F - continued

NEW YORK STATE DEPARTMENT OF STATE
COMMUNITY SERVICES BLOCK GRANT

Local Share Description

[Local Share must be obtained as a match for CSBG funds.]

Contractor: _____

FFY 2013

Budget Period: 2/01/13 To 9/30/13

	VALUE	
	CASH	IN-KIND
Volunteer Services; List Programs and Numbers of Volunteers:		
<u>PROGRAMS</u> \$ of volunteers/ hourly \$		
Employer Furnished Services; List Employers and Services:		
<u>EMPLOYERS</u> <u>SERVICES</u>		
All Other Local Share; List Types of Contributions and Sources:		
<u>TYPES OF CONTRIBUTIONS</u> <u>SOURCES</u>		
TOTAL	\$	\$

Local Share **MUST** be from **NON-FEDERAL** sources. In-kind contributions may include donation of service, equipment or space, not supported by federal funds.

Section F - continuedNEW YORK STATE DEPARTMENT OF STATE
COMMUNITY SERVICES BLOCK GRANT**Budget Support Data**
For Category 5 - Other Direct Cost

Contractor: _____

FFY 2013Budget Period: 2/01/13 To 9/30/13

COST CATEGORY	DETAILED DESCRIPTION OF EXPENDITURES	FFY 2013 CSBG Funds	FFY 2013 Local Share	TOTAL CHARGES
5.a	Bank Charges	\$	\$	\$
5.b	Beneficiary Client Costs	\$	\$	\$
5.c	Board Allowance and Development	\$	\$	\$
5.d	Consumable Supplies	\$	\$	\$
5.e	Employee Development and Recruitment	\$	\$	\$
5.f	Insurance and Bonding	\$	\$	\$
5.g	Postage, Freight and Express	\$	\$	\$
5.h	Publications, Printing, and Subscriptions	\$	\$	\$
5.i	Repairs and Services	\$	\$	\$
5.j	Space Costs	\$	\$	\$
5.k	Telephone and Electronic Communications	\$	\$	\$
5.l	Travel	\$	\$	\$
5.m	Volunteer and Employer Furnished Services	\$	\$	\$
5.n	Marketing/Public Awareness/Outreach	\$	\$	\$
5.o	Technology	\$	\$	\$
	TOTALS	\$	\$	\$

Section F - continued

NEW YORK STATE DEPARTMENT OF STATE
COMMUNITY SERVICES BLOCK GRANT

Budget Narrative

Contractor : _____

FFY 2013

Budget Period: 2/01/13 To 9/30/13

Use the space below to describe how the resources identified in the budget will enable the activities necessary to advance the project and achieve stated outcomes.

Section G**M/WBE INSTRUCTIONS AND FORMS****CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN****NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A, the Department of State (hereinafter "DOS") recognizes its obligation under the law 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 DOS 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 DOS establishes 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, DOS hereby establishes an overall goal of 20% for MWBE participation, 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). 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 DOS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at:

<http://www.esd.ny.gov/mwbe.html>.

For guidance on how DOS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

I. MWBE Utilization

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance with 5 NYCRR §142.8:

- A. Bidders are required to submit a MWBE Utilization Plan on Form A with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOS.
- B. DOS will review the submitted MWBE Utilization Plan and advise the Bidder of DOS acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the DOS:
Office of Affirmative Action Programs
99 Washington Avenue, Albany, New York 12231
Phone: (518) 473-2507; Fax (518) 473-9211
a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOS to be inadequate, DOS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form B. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

Section G -continued

- D. DOS may disqualify a Bidder as being non-responsive under the following circumstances:
- a) If a Bidder fails to submit a MWBE Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If DOS determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOS, but must be made no later than prior to the submission of a request for final payment on the Contract.

II. Non-Compliance

- A. In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to make good faith efforts to meet the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and DOS may withhold payment from the Contractor as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- B. In addition, failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form B) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the DOS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), 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, 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.

Section G

**FORM A
M/WBE UTILIZATION PLAN**

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan represents the anticipated MWBE usage for the contract and must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: Address: City, State, Zip Code: Telephone No.: Region/Location of Work:	Federal Identification No.: Project/Contract No.: M/WBE Goals in the Contract: MBE 10% WBE 10%
--	---

1. Projected Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER.

My firm proposes to use the M/WBEs listed above. PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">TELEPHONE NO.:</td> <td style="width: 50%;">EMAIL ADDRESS:</td> </tr> <tr> <td align="center" colspan="2">FOR M/WBE USE ONLY</td> </tr> <tr> <td>REVIEWED BY:</td> <td>DATE:</td> </tr> <tr> <td colspan="2"> UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ </td> </tr> </table>	TELEPHONE NO.:	EMAIL ADDRESS:	FOR M/WBE USE ONLY		REVIEWED BY:	DATE:	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	
TELEPHONE NO.:	EMAIL ADDRESS:								
FOR M/WBE USE ONLY									
REVIEWED BY:	DATE:								
UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____									
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.									

Section G

**FORM B
STAFFING PLAN**

Submit with Bid or Proposal – Instructions on page 2

Complete this form only for the anticipated work force to be utilized on the State contract.

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:		<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal

Section G-continued

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM B) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the DOS Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** **Male** or **Female**

Section H- Access to Services

Describe the methods to be used to provide access to programs and services for low income people throughout Franklin County addressing both the geographic and demographic diversity of the area.

[enter text]

X. Appendices (For Informational Purposes)

Appendix 1 Web link to CSBG Statute

Appendix 2 Federal Poverty Guidelines for 2012

Appendix 3 Explanation of ROMA

Appendix 4 List of National Performance Indicators

Appendix 5 Explanation of Allowable Costs and link to OMB Circulars

Appendix 6 Standard State Contract

Appendix 7 Samples of Federal Certifications

Appendix 8 Hatch Act

Appendix 9 IM 37 – HHS Informational Memo #37
IM 82 – HHS Informational Memo #82

Appendix 1

Link to the CSBG Authorizing Legislation (Public Law 105-285):

<http://www.gpo.gov/fdsys/pkg/PLAW-105publ285/html/PLAW-105publ285.htm>

Link to Article 6-D of the New York State Executive Law:

<http://public.leginfo.state.ny.us/LAWSSEAF.cgi?QUERYTYPE=LAWS+&QUERYDATA=@SLEXC0A6-D+&LIST=LAW+&BROWSER=EXPLORER+&TOKEN=05069082+&TARGET=VIEW>

Appendix 2

Federal Poverty Guidelines, FFY 2012

Every year, the federal government establishes poverty guidelines to determine who is financially eligible for particular programs. The chart below describes the yearly income cutoffs for 2012.

These figures change every year around February and are available at the US Department of Health and Human Services website at: <http://aspe.hhs.gov/poverty/12poverty.shtml>.

2012 Poverty Guidelines for the 48 Contiguous States and the District of Columbia		
Persons in family/household	100%	125%
1	\$11,170	\$13,963
2	15,130	18,913
3	19,090	23,863
4	23,050	28,813
5	27,010	33,763
6	30,970	38,713
7	34,930	43,883
8	38,890	48,613
For families/households with more than 8 persons, add \$3,960 for each additional person at 100% ; add \$4,950 at 125%		

SOURCE: Source: Federal Register, Vol. 77, No. 17, January 26, 2012

Appendix 3

Explanation of Results-Oriented Management and Accountability (ROMA)

1. Results-Oriented Management and Accountability (ROMA) a performance-based initiative designed to preserve the anti-poverty focus of community action and to promote greater effectiveness among state and local agencies receiving Community Services Block Grant (CSBG) funds. It involves setting goals and strategies for developing plans and techniques that focus on a result-oriented performance based model for management. ROMA also complies with the Government Performance and Results Act of 1993 (PL 103-62). (www.ROMA1.org)

2. ROMA Goals and National Performance Indicators

Applicants should have experience and have demonstrated capacity to report outcomes preferably using the ROMA framework. Familiarity with the CSBG National Performance Indicators (NPIs) is a requirement (*Attached*). Consistent with the requirements set forth in GPRA and NPIs, New York State requires all CSBG grantees to report progress toward achieving outcomes projected in their contract work plans based on the National Performance Indicators.

CSBG-funded services in the County of Franklin must include at least one of the six ROMA goals, as stated below:

Goal 1	Low-income people become more self-sufficient. (self-sufficiency)
Goal 2	The conditions in which low-income people live are improved. (community revitalization)
Goal 3	Low-income people own a stake in their community.
Goal 4	Partnerships among supporters and providers of services to low-income people are achieved.
Goal 5	Agencies increase their capacity to achieve results.
Goal 6	Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems. (family stability)

Appendix 4

National Performance Indicators (NPI) which follow from the six ROMA goals.

GOAL 1: Low-Income People Become more Self-Sufficient

National Performance Indicator 1.1 -- Employment

The number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed, as measured by one or more of the following:

- A. Unemployed and obtained a job
- B. Employed and maintained a job for at least 90 days
- C. Employed and obtained an increase in employment income and/or benefits
- D. Achieved living wage employment and/or benefits

National Performance Indicator 1.2 -- Employment Supports

The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from Community Action, as measured by one or more of the following:

- A. Obtained skills/competencies required for employment
- B. Completed ABE/GED and received certificate or diploma
- C. Completed post-secondary education program and obtained certificate or diploma
- D. Enrolled children in before or after school programs
- E. Obtained care for child or other dependant
- F. Obtained access to reliable transportation and/or driver's license
- G. Obtained health care services for themselves or family member
- H. Obtained safe and affordable housing
- I. Obtained food assistance
- J. Obtained non-emergency LIHEAP energy assistance
- K. Obtained non-emergency Weatherization energy assistance
- L. Obtained other non-emergency energy assistance

(State/local/private energy programs. Do Not Include LIHEAP or Weatherization)

National Performance Indicator 1.3 -- Economic Asset Enhancement and Utilization

The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following:

- A2. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments
- A3. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings
- B1. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days
- B2. Number and percent of participants opening an Individual Development Account (IDA) or other savings account
- B3. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings
- B4. Of participants in a Community Action assets development program (IDA and others):
 - a) Number and percent of participants capitalizing a small business with accumulated savings
 - b) Number and percent of participants pursuing post-secondary education with accumulated savings
 - c) Number and percent of participants purchasing a home with accumulated savings
 - d) Number and percent of participants purchasing other assets with accumulated savings

GOAL 2: The Conditions in Which Low-Income People Lives Are Improved**National Performance Indicator 2.1 -- Community Improvement and Revitalization**

Increase in, or safeguarding of, threatened opportunities and community resources or services for low-income people in the community as a result of Community Action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:

- A. Jobs created, or saved, from reduction or elimination in the community
- B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community
- C. Safe and affordable housing units created in the community
- D. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy
- E. Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination
- F. Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination
- G. Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination
- H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation
- I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post secondary education

National Performance Indicator 2.2 -- Community Quality of Life and Assets

The quality of life and assets in low-income neighborhoods are improved by Community Action initiative or advocacy, as measured by one or more of the following:

- A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets
- B. Increase in the availability or preservation of community facilities
- C. Increase in the availability or preservation of community services to improve public health and safety
- D. Increase in the availability or preservation of commercial services within low-income neighborhoods
- E. Increase in or preservation of neighborhood quality-of-life resources

National Performance Indicator 2.3 -- Community Engagement

The number of community members working with Community Action to improve conditions in the community.

- A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives
- B. Number of volunteer hours donated to the agency (ALL volunteer hours)

GOAL 3: Low-Income People Own a Stake in Their Community**National Performance Indicator 3.1 -- Community Enhancement through Maximum Feasible Participation**

The number of volunteer hours donated to Community Action.

Total number of volunteer hours donated by low-income individuals to Community Action

National Performance Indicator 3.2 -- Community Empowerment through Maximum Feasible Participation

The number low-income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by one or more of the following:

- A. Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy-setting through Community Action efforts
- B. Number of low-income people acquiring businesses in their community as a result of Community Action assistance
- C. Number of low-income people purchasing their own home in their community as a result of Community Action assistance
- D. Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action

GOAL 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved**National Performance Indicator 4.1 -- Expanding Opportunities through Community-Wide Partnerships**

The number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes.

- A. Non-Profit
- B. Faith-Based
- C. Local Government
- D. State Government
- E. Federal Government
- F. For-Profit Business or Corporation
- G. Consortiums/Collaboration
- H. Housing Consortiums/Collaboration
- I. School Districts
- J. Institutions of post secondary education/training
- K. Financial/Banking Institutions
- L. Health Service Institutions
- M. State wide associations or collaborations

GOAL 5: Agencies Increase Their Capacity to Achieve Results**National Performance Indicator 5.1 -- Agency Development**

The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:

- A. Number of CCAPs
- B. Number of ROMA Trainers
- C. Number of Family Development Trainers
- D. Number of Child Development Trainers
- E. Number of staff attending trainings
- F. Number of board members attending trainings
- G. Hours of staff in trainings
- H. Hours of board members in trainings

GOAL 6: Low-Income People, Especially Vulnerable Populations. Achieve Their Potential by Strengthening Family and Other Supportive Environments**National Performance Indicator 6.1 -- Independent Living**

The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services:

- A. Senior Citizens (seniors can be reported twice, once under Senior Citizens and again if they are disabled, under Individuals with Disabilities, ages 55-over)
- B. Individuals with Disabilities
 - Ages: 0 - 17
 - 18 - 54
 - 55 - over

National Performance Indicator 6.2 -- Emergency Assistance

The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including such services as:

- A. Emergency Food
- B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources
- C. Emergency Rent or Mortgage Assistance
- D. Emergency Car or Home Repair (i.e. structural, appliance, heating system, etc.)
- E. Emergency Temporary Shelter
- F. Emergency Medical Care
- G. Emergency Protection from Violence
- H. Emergency Legal Assistance
- I. Emergency Transportation
- J. Emergency Disaster Relief
- K. Emergency Clothing

National Performance Indicator 6.3 -- Child and Family Development

The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs who achieve program goals, as measured by one or more of the following:

- A.1. Infants and children obtain age-appropriate immunizations, medical, and dental care
- A.2. Infant and child health and physical development are improved as a result of adequate nutrition
- A.3. Children participate in pre-school activities to develop school readiness skills
- A.4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st grade
- B.1. Youth improve health and physical development
- B.2. Youth improve social/emotional development
- B.3. Youth avoid risk-taking behavior for a defined period of time
- B.4. Youth have reduced involvement with criminal justice system
- B.5. Youth increase academic, athletic, or social skills for school success
- C.1. Parents and other adults learn and exhibit improved parenting skills
- C.2. Parents and other adults learn and exhibit improved family functioning skills

National Performance Indicator 6.4 -- Family Supports (Seniors, Disabled and Caregivers)

Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:

- A. Enrolled children in before or after school programs
- B. Obtained care for child or other dependant
- C. Obtained access to reliable transportation and/or driver's license
- D. Obtained health care services for themselves or family member
- E. Obtained safe and affordable housing
- G. Obtained non-emergency LIHEAP energy assistance
- H. Obtained non-emergency WX energy assistance
- I. Obtained other non-emergency energy assistance

National Performance Indicator 6.5 -- Service Counts

The number of services provided to low-income individuals and/or families, as measured by one or more of the following:

- A. Food Boxes
- B. Pounds of Food
- C. Units of Clothing
- D. Rides Provided
- E. Information and Referral Calls

Appendix 5

EXPENDITURE DESCRIPTIONS FOR BUDGET PREPARATION

Explanations of selected items of allowed or disallowed costs under each cost category

1. PERSONNEL SERVICES:

a. SALARIES AND WAGES

The gross amount of salaries and wages before any payroll deductions. Included are: all payments for personal services of full-time, part-time or temporary agency employees (not volunteers).

ALLOWABLE WITH PRIOR APPROVAL: Overtime premiums, extra-pay shifts and multi-shift work, except for the following (which do not need prior approval):

1. when necessary to cope with an emergency
2. when employees are performing indirect functions

Not included: Services provided by professional or technical consultants (which are included in 3.a., Consultants).

b. FRINGE BENEFITS

Percentage of total salary for all paid personnel charged to CSBG.

Payroll Taxes

Agency share of Social Security, unemployment and other taxes based upon payroll amount.

Employee Benefits

Benefits paid by agency on behalf of employees including retirement contributions, health, and life insurance.

2. DELEGATE AGENCIES:

The total dollar amount of contracts entered into by recipient with not-for-profit corporations for the performance of certain portions of the work. The contract must have prior approval from the Department and must include a summary of the budget and work program. Selection of delegate agencies must be consistent with guidelines established in Program Instruction 96-04, issued April 15, 1996.

3. CONTRACTUAL SERVICES/AUDIT:

Professional and technical services needed for the operation of the CSBG funded program, for which the grantee lacks the necessary expertise, and can demonstrate the economy of contracting out rather than direct employment.

Excluded are:

1. costs for financial counsel used solely to enhance income from investments;
2. legal, accounting and consultant services cost incurred in connection with prosecution of claims against the grantor; and
3. costs incurred in connection with organization or reorganization, unless specifically provided for in the allocation award.

Note: It may be necessary to submit IRS Form SS-8 for persons hired as consultants.

a. CONSULTANTS

Professional and technical specialists retained on a project-specific basis, for counsel, research, training, and other specialized activities, as set forth in the approved work program.

b. BOOKKEEPING

c. DATA PROCESSING

Technical services such as automated payroll service and other administratively related data processing services.

d. OTHER CONTRACTUAL SERVICES

Project related services including data processing and analysis not provided under consultant contracts.

4. EQUIPMENT PURCHASE/LEASE:

Non-expendable personal property with a unit cost of \$5,000 or more and having a useful life of more than one year.

Items purchased that increase the capacity or efficiency of items with original acquisition cost of \$5,000 or more and having a useful life of more than one year must be included under this section. This subsequent purchase does not necessarily have to meet the minimum threshold to apply. For example, a telephone with a cost of under \$5,000, added to an already established phone network, will now be included under purchase and lease.

Purchase and lease of such items must comply with contract bidding requirements. Items with a unit acquisition cost in excess of \$5,000 must be listed.

Information Technology (IT) equipment is defined as general purpose equipment and is, therefore, unallowable as a direct charge except where approved in advance by the awarding agency. If allowed, IT equipment is subject to the above regulations. IT equipment includes telecommunications, information processing, data processing, business and multi-media equipment.

Purchases

Total cost of equipment and other non-consumable item purchases.

Leases/Rentals

Total cost of lease or rental equipment and other non-consumable items. Justification for lease vs. purchase must be on file at the grantee office.

5. OTHER DIRECT COSTS:

a. BANK CHARGES

Fees for checks, charges for monthly statements.

b. BENEFICIARY CLIENT COSTS

Cost other than travel, such as tuition and educational fees, advertising program availability, subsistence allowances paid to or on behalf of clients.

Consumable supplies used by clients, including personal articles such as clothing, bedding, toiletries, etc., used or consumed directly by clients benefitting from the CSBG program.

Food consumed by clients in connection with programs, including foodstuffs purchased and prepared for client consumption at the program site, and food pantry stock.

c. BOARD ALLOWANCE AND DEVELOPMENT

Provision of reasonable allowance for board training, development and participation at board and committee meetings.

Not included is travel which is included in category 5.l., Travel.

d. CONSUMABLE SUPPLIES

Office Supplies and Minor Accessories

All types of consumable office supplies including: writing instruments, stationery, printed forms, reproduction and photocopying supplies, and all other supply items commonly used in office operation.

Program Supplies and Minor Equipment

Consumable program supplies such as books, printed forms and materials, recreational supplies, educational supplies, films and visual aids, and other supplies used for day-to-day operation of programs.

Maintenance Supplies

Maintenance or janitorial supplies such as cleaning materials, soap, disinfectant, paper towels.

(NOTE: This category does not include items "consumed" by beneficiaries, such as food, household goods, toiletries, etc.)

e. EMPLOYEE DEVELOPMENT AND RECRUITMENT

Costs such as dues to professional organizations, tuition, seminar and conference fees, and educational programs for employee development. Costs for recruitment of new employees, including advertising for employees, relocation expenses or allowances, background and credit investigations, and other costs relative to improving, developing, and securing recipient personnel.

f. INSURANCE AND BONDING

Insurance premiums for all types of insurance which protect the recipient against loss.

Not included are: insurance for the benefit of employees (see category 1.b Fringe) or insurance for recipient owned/leased vehicles (see category 5.l., Travel, Agency Vehicle Related Expenses).

g. POSTAGE, FREIGHT AND EXPRESS

Postage including stamps and special handling costs, freight and express mail charges, and any other costs of transporting materials, documents, or communications.

Not included are: costs of transporting equipment purchased from manufacturer or seller which would be part of equipment cost in category 4, Equipment Purchase/Lease.

h. PUBLICATIONS, PRINTING AND SUBSCRIPTIONS

Publications and books, subscriptions to periodicals and newspapers, printing of recipients' interim and annual reports, newsletters, informational materials, employee tests, etc.

i. REPAIRS AND SERVICES

Maintenance of office equipment and furniture, program equipment, photographic services, mailing and typing services, and other non-professional, non-technical services.

Not included are: professional technical services which should be included in category 3.a., Consultants.

j. SPACE COSTS

Total amount for the year, including the following allowable categories.

Rental/Lease

Rent for space occupied pursuant to lease agreements.

Per the Department of State memorandum dated January 25, 1991 to all CSBG grantees, guidance was given regarding space costs and real property acquisition costs allowable under the CSBG program. Grantees should refer to Office of Management and Budget (OMB) Circular A-122, Attachment B, Paragraph 43 for a definition of "**greater-** and **less-than-arms-** length lease agreements" to determine which type of lease agreement they have. Briefly, the memorandum stated the following:

GREATER-THAN-ARMS-LENGTH LEASES

Space costs may be recovered in an amount equal to the monthly rent plus actual operating expenses (heat, light, maintenance) incurred during the contract period. Where appropriate, space costs and operating expenses must be prorated over the entire fiscal year.

SUBGRANTEE PROPERTY ACQUISITIONS and LESS-THAN-ARMS-LENGTH LEASES

Subgrantees who acquire a facility and subsequently lease space to the CSBG program must clearly demonstrate that the corporation, and not the grant, is committed to the mortgage.

For specific information on how to compute allowable space costs in situations where property acquisition and less-than-arms-length leases are involved, grantees should refer to the 1/25/91 memo or contact the assigned fiscal field representative.

Maintenance

Maintenance, janitorial, pest extermination, snow removal, and refuse collection services where these services are not furnished by the lessor of property.

Utilities

Water, electricity, gas heat, etc., which are not furnished by the landlord under the lease agreement.

Other Space Costs

Security services, alarm systems, cost for changing business locations, etc.

k. TELEPHONE AND ELECTRONIC COMMUNICATIONS

General operating expenses and service facilities for telephones and other electronic communication costs, including local and long distance charges, telegraph, facsimile.

l. TRAVEL

Total amount for the year. Travel guidelines approved by the board of directors must be submitted or updated annually. Guidelines allowing expenses in excess of the industry norm must be justified. If not properly justified, expenses will be capped at the current state rate.

Allowable expenses include agency vehicle related expenses and employee, beneficiary, and board member travel on agency-related business. Travel expenses from these persons must comply with grantee travel guidelines as submitted.

m. VOLUNTEER AND EMPLOYER FURNISHED SERVICES

Volunteer Services

The value of volunteer time (including basic fringe benefits that would otherwise be paid for the title) donated to carry out services and activities funded by or supported with CSBG funds (excluding service on the board of directors). The rate charged for volunteer time should be consistent with the organization's pay scale for similar work. Should the particular skill or type of work not be found within the organization, rates consistent within the labor market in which the organization competes should be used.

Employer Furnished Services

The value of services provided by an employer, who is not the grantee, will be the documented rate of pay (including fringe benefits) for the employee.

n. MARKETING/PUBLIC AWARENESS/OUTREACH

Includes community relations and means those activities dedicated to maintaining the image of the organization or maintaining or promoting understanding and favorable relations with the community or public at large.

Allowable public relations/marketing costs are costs of communicating with the public pertaining to specific activities or accomplishments resulting from the performance of sponsored awards (these costs are considered outreach effort). Also, the costs of conducting general liaison to keep the public informed on matters of public concern such as notices of contract/grant awards and financial matters are allowed.

Costs of promotional items and memorabilia and costs designed solely to promote the non-profit organization are unallowable.

o. TECHNOLOGY

Includes individual items used for information technology (IT) not exceeding \$5000.

Allowable technology costs include computers, printers, scanners, servers, fax machines, software packages and licenses, and other IT related supplies or services (cables, work stations, professional installation, etc).

Items over \$5000 must be included in Equipment or Contractual Services.

p. UNALLOWABLE COSTS INCLUDE, BUT ARE NOT LIMITED TO:

1. Alcoholic beverages
2. Bad debts, including any related collection and legal costs
3. Charitable contributions and donations by the organization to others
4. Contingency reserves
5. Entertainment costs, unless associated with employee morale or meetings related to a specific cost objective
6. Fines and penalties resulting from violations by the organization or employees of Federal, State and Local laws and regulations
7. Fund-raising costs incurred solely to raise capital or obtain contributions
8. Goods or services for personal use of employees
9. Idle facilities, unless necessary due to fluctuations in workload
10. Insurance of lives of trustees, officers or employees when the organization is a beneficiary
11. Lobbying costs as identified in OMB Circular A-122
12. Losses from other awards
13. Memberships in country clubs, social clubs or dining clubs
14. Taxes:
 - a. Federal income taxes
 - b. Taxes for which exemptions are available to the organization directly or via the Federal government

6. APPROVED INDIRECT COST:

Percentage rate approved by cognizant agency as applied to approved federal fund expenditure base.

Attach a copy of the current indirect cost rate approval.

For more information on allowable costs, audit requirements and managing federal grants refer to OMB circulars A-110, A-122, and A-133 located on the internet: www.whitehouse.gov/omb/circulars

Appendix 6 Sample Contract**GRANT CONTRACT**

ORIGINATING AGENCY CODE: 3800000/DOS01	NYS CONTRACT NO.:	
STATE AGENCY New York State Department of State Office for New Americans One Commerce Plaza, 99 Washington Avenue Albany, New York 12231-0001	CONTRACT AMOUNT: \$	
	TOTAL PROJECT COST	
	State Funding: \$	Local Share: \$ 0
CONTRACTOR (Name and Business Address)	PROGRAM	
	State: % Federal: 100%	
	FEDERAL FUNDS CFDA NO.: 93-569	
FEDERAL TAX ID NO.:	INITIAL CONTRACT PERIOD	
NYS VENDOR ID NO.:	From: 2/1/13	To: 9/30/13
MUNICIPAL CODE:	MULTI-YEAR TERM	
	From: 2/1/13	To: 9/30/14
	STATUS	
	Sectarian entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Not-for-Profit Organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Charities Registration: Number

Exemption (E-2)

Estate, Power and Trusts Laws Reporting Exemption (E-3)

If the organization did not claim an exemption as noted above, please check the applicable response to the following:

Contractor has / has not timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.**APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT**

- APPENDIX A Standard Clauses for New York State Contracts
 APPENDIX A1 Agency-Specific Clauses
 APPENDIX A2 Program-Specific Clauses
 APPENDIX B Budget
 APPENDIX C Payment and Reporting Schedule
 APPENDIX D Program Workplan
 APPENDIX E Notices
 APPENDIX F Federal Certifications
 APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
 Other (Identify)

SIGNATURE PAGE

Contract #: _____

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

(print name)

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

STATE OF NEW YORK)
COUNTY OF) ss.:

On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known and know to me to be the person who is the _____ of _____, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

By: _____

By: _____

Date: _____

Date: _____

**STATE OF NEW YORK
AGREEMENT**

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, 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 this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. 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.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. 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 AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor 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.

V. Property

- A. Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT 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.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

CONTRACTOR shall comply with 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 such 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.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

December 2011

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section

312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. 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.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will

indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

24. PROCUREMENT LOBBYING.

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all

disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

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

APPENDIX A1
AGENCY SPECIFIC CLAUSES

I. Purposes, Goals, Assurances, and Limitations:

The Department of State is the officially designated State agency responsible for the implementation of the Community Services Block Grant (CSBG) programs pursuant to the CSBG Act. The Department is statutorily authorized to enter into a contract with the CONTRACTOR for the performance of certain activities in consideration of certain funding.

1.00 This contract is governed by the provisions of the following:

- (a) Statutes, a) The provisions of Public Law 105-285, Title II – Community Services Block Grant Program, Subtitle B – Community Services Block Grant Program of the Community Services Block Grant Act ; 42 U.S.C. sections 9901, et seq. (as amended), NYS Executive Law Article 6D (as amended).
- (b) Regulations, a) 45 C.F.R. Parts 76, 80, 84, 86, 87, 91, 93, and 96; Title 19, New York Compilation of Codes, Rules and Regulations, Parts 700 and 701.
- (c) Policies and Procedures, a) the provisions of the currently approved Community Service Block Grant State plan, “Community Services Block Grant Management Plan,” as amended from time to time, b) the Informational Memoranda issued by the federal Office of Community Services, c) approved Budget and Budget Support Documentation, d) approved CSBG Work Plan, e) State CSBG Program Instructions, Informational documents and Fiscal and Program Memoranda, as amended from time to time, (f) OMB Circulars A-110, A-122, and A-133, as amended.

1.01 The Statutes, Regulations, and Policies and Procedures are incorporated by reference as if fully set out in this Agreement;

The following are limitations on use of funds:

1.02 Construction of Facilities.--

- (a) Limitations.--Except as provided in paragraph (b), grants made under this subtitle (other than amounts reserved under P.L. 105-285, section 674 (b) (3)) may not be used by the State, or by any other person with which the State makes arrangements to carry out the purposes of this subtitle, for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.
- (b) Waiver.--The Secretary of the U.S. Department of Health and Human Services (DHHS) may waive the limitation contained in paragraph (a) upon a State request for such a waiver, if the Secretary of DHHS finds that the request describes extraordinary circumstances to justify the purchase of land or the construction of facilities (or the making of permanent improvements) and that permitting the waiver will contribute to the ability of the State to carry out the purposes of this subtitle.

1.03 Political Activities.--

- (a) Treatment as a State or local agency.--For purposes of chapter 15 of title 5, United States Code, any entity that assumes responsibility for planning, developing, and coordinating activities under this subtitle and receives assistance under this subtitle shall be deemed to be a State or local agency. For purposes of paragraphs (1) and (2) of section 1502(a) of such title, any entity receiving assistance under this subtitle shall be deemed to be a State or local agency.
- (b) Prohibitions.--Programs assisted under this subtitle shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with--
 - i. any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
 - ii. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
 - iii. any voter registration activity.

- (c) Rules and regulations.--The Secretary of DHHS, after consultation with the Office of Personnel Management, shall issue rules and regulations to provide for the enforcement of this subsection, which shall include provisions for summary suspension of assistance or other action necessary to permit enforcement on an emergency basis.

1.04 Nondiscrimination.--

No person shall, on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this subtitle. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.) shall also apply to any such program or activity.

II. Definitions:

- 2.00 Board of Directors: The tripartite board, as fully described in and required by 42 U.S.C., Section 676B.
- 2.01 Budget Amendment: Written request from the CONTRACTOR, on forms provided by the Department, to amend the Budget (Appendix B) previously approved by the Department.
- 2.02 CONTRACTOR: An eligible entity as defined by Public Law (P.L.) 105-285, Section 673 (1) (a), including a migrant and seasonal farmworker organization.
- 2.03 Delegate Agency: A private not-for-profit corporation, including religious organizations, with whom the CONTRACTOR has entered into a contract for the performance of certain portions of the Work Plan (Appendix D).
- 2.04 Department: The New York State Department of State (DOS) whose office is located at 99 Washington Avenue, Albany, New York 12231-0001.
- 2.05 Management Plan: The Community Services Block Grant Management Plan prepared by the Department, submitted by the Governor, and accepted by the United States Department of Health and Human Services.
- 2.06 Poverty Guidelines: The official poverty guidelines issued each year in the Federal Register by the U.S. Department of Health and Human Services.
- 2.07 Project: The services to be performed by the CONTRACTOR as set forth more specifically in Appendix D, entitled "Work Plan," consistent with the CSBG National Goals, local needs and the Federal purposes, goals, and assurances set forth in part I above.
- 2.08 Secretary: The Secretary of State, State of New York.
- 2.09 State: The State of New York.
- 2.10 Work Plan, Appendix D: The document prepared and submitted by each recipient as a condition for funding that includes the needs assessment, community partnerships, and the services and activities to be performed in order to implement the Federal purposes, goals, and assurances set forth in part I above.

III. Multi-Year Agreement and Program Year:

- 3.00 The Term shall consist of two (2) separate budget periods or federal fiscal years. Funds are allocated for each federal fiscal year (FFY).
- 3.01 The Contract Amount is an estimate of the funds that may be allocated during the Term. The Contract Amount may be modified if, upon the allocation of a new Federal Fiscal Year, the total allocations differ from the Contract Amount.
- 3.02 The approval, by DOS, of Appendix B shall establish each federal fiscal year allocation. Allowable Expenditures shall not exceed the federal fiscal year allocation.

- 3.03 The first FFY Allocation shall be set forth in Appendix B of this Agreement. Prior to the start of each subsequent federal fiscal year, DOS shall issue instructions for the completion of Appendix B to budget the estimated allocation amount for that subsequent FFY.
- 3.04 During a Fiscal Year, DOS and the CONTRACTOR may agree to modify the annual allocation amount of the contract based on the actual federal grant award amount for that FFY. The CONTRACTOR shall submit for approval by DOS and OSC an amended Appendix B for that year, on forms provided by DOS.
- 3.05 The CONTRACTOR may request budget and/or work plan modifications within any federal fiscal year by submitting an amended Appendix B or Appendix D, along with Appendix X, in accordance with the forms provided by DOS.
- 3.06 The CONTRACTOR will be allowed to carry over unexpended funds to the next FFY, in accordance with federal statutory requirements of 42 U.S.C. §9907 and the applicable appropriation legislation.

IV. The Project and Substantial Relations:

- 4.00 The Project consists of the services to be performed by the CONTRACTOR, as set forth more specifically in Appendix D, entitled "Work Plan," consistent with the CSBG National Goals, local needs and current community needs assessment, and the Federal purposes, goals, and assurances.
- 4.01 The CONTRACTOR agrees, to the extent the Project is to be performed by the CONTRACTOR, to be bound to the Department by the terms of the Management Plan, all applicable laws, rules, regulations, program instructions and informationals, and to assume toward the Department all obligations and responsibilities which the Department has assumed toward the United States Department of Health and Human Services (HHS) in accordance with 42 U.S.C. 9901.et.seq, as amended, and 45 Code of Federal Regulations (CFR) Part 80 and Part 96, as amended. Unless otherwise agreed to in writing, the Department shall require the CONTRACTOR to enter into similar agreements with its Delegate Agencies. The CONTRACTOR will make available to its Delegate Agencies, at the CONTRACTOR's offices, copies of the relevant Contract Documents to which each Delegate Agency shall be bound. Each Delegate Agency Agreement shall contain a Statement that the Delegate Agency is so bound.

V. DOS Obligations:

- 5.00 To implement the program in accordance with the Federal purposes, goals, and assurances set forth in part I above.
- 5.01 To require all eligible entities to comply with the tripartite board requirement pursuant to P.L. 105-285, section 676B, as amended.
- 5.02 To review, and approve or for cause deny, all contractually required submissions, Delegate Agency Agreements, if any, and other documentation evidencing the CONTRACTOR's performance of services as set forth in the Community Action Plan and the CSBG Work Plan (Appendix D), and determine the CONTRACTOR's compliance with the Agreement.
- 5.03 To conduct a comprehensive on-site review of each eligible entity at least once every three years.
- 5.04 To monitor performance and outcomes, as stated in the CSBG Work Plan (Appendix D), and take necessary action in accordance with the provisions of the Management Plan and applicable Federal and State laws, rules and regulations, program instructions and informationals.
- 5.05 To make payments in the amount and upon the terms and conditions set forth in this Agreement and in accordance with State Finance Law, Article 11-A, as amended, (commonly referred to as the Prompt Payment Law).
- 5.06 To perform the foregoing obligations with reasonable promptness in order to avoid delay in the orderly progress of the Work.
- 5.07 To comply with the Audit Resolution process set forth in Appendix C, 3.06.
- 5.08 To terminate or reduce funding when necessary in accordance with the process and procedures of P.L. 105-285, section 678C and 19 NYCRR, Part 700, as amended.

VI. CONTRACTOR Obligations:

- 6.00 CONTRACTOR shall be responsible. The Department shall conduct a review of a prospective CONTRACTOR to provide reasonable assurance that the CONTRACTOR is responsible. CONTRACTOR shall fully cooperate with any such review. To be considered responsible, a CONTRACTOR should have appropriate legal authority to do business in New York, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls and acceptable performance on previous governmental contracts, if any. The state, and any of its agencies, may use information gathered, from whatever resources it deems appropriate, to assist in making a responsibility determination.
- 6.01 If this contract has a total value of greater than \$50,000 in state provided funds, a Vendor Responsibility Questionnaire and Certification is required. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. CONTRACTOR is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. 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/systeminit.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.
- 6.02 The CONTRACTOR hereby acknowledges that the Vendor Responsibility Questionnaire and certification, when applicable, is made a part of this contract by reference herein and that any misrepresentation of fact in the Questionnaire and attachments, or in any CONTRACTOR responsibility information that may be requested by the Department, may result in termination of this contract.
- 6.03 During the term of this Contract, any changes in the conditions for responsibility determination, cited in 6.02 above, shall be disclosed to the Department, in writing, on a timely basis. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.
- 6.04 Should it be determined that a CONTRACTOR is not responsible, the Department will notify the CONTRACTOR in writing setting forth the basis for the determination and affording the CONTRACTOR reasonable time in which to refute the determination, justify why the basis for the determination is not relevant to this contract, or to take corrective action to eliminate the responsibility impediment. If the responsibility condition cannot be reconciled to the satisfaction of the Department and the State, the contract or contract offer will be terminated by written notification.
- 6.05 Unless otherwise required by specific terms and conditions of this Agreement:
- (a) Non-Profit organizations shall administer this Agreement in accordance with OMB Circulars A-110 and A-122, as amended.
 - (b) Municipal organizations shall administer this Agreement in accordance with the Common Rule promulgated pursuant to OMB Circular A-102, as amended.
 - (c) In the event of a conflict between the terms of this Agreement and the terms of any of the OMB Circulars cited in (a) and (b) above, the terms of this Agreement shall control unless specifically waived in writing by the Department.
- 6.06 The CONTRACTOR shall not be relieved from its obligations to perform the Project, in accordance with the Contract Documents, due to any acts or omissions of its Delegate Agencies, agents and employees or by reason of any monitoring or approvals required or performed by the Department.
- 6.07 The CONTRACTOR shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on performance of the Project and is responsible for obtaining any necessary permits or authorization for the performance of the Project.

- 6.08 The CONTRACTOR and its delegate agencies shall participate in the performance measurement system developed by the Office of Community Services.
- 6.09 (a) The CONTRACTOR and its delegate agencies shall participate in the comprehensive onsite review and assessment implemented by the Department.
- (b) In accordance with the requirements of the CSBG Act, CONTRACTOR agrees that it shall be subject to an onsite review immediately after the completion of the first year in which CONTRACTOR receives funds through the Community Services Block Grant program to serve Franklin County as the newly designated eligible entity for this service area.
- 6.10 The CONTRACTOR shall ensure that its delegate agency agreements apply the same limitations, restrictions, responsibilities and requirements to the use of funds provided through this agreement by delegate agencies as are applied to CONTRACTOR's use of such funds.
- 6.11 CONTRACTOR shall add and maintain additional members to its existing tripartite Board, as required by the CSBG Act (42 USC 9909), to ensure adequate representation in each of the three required categories described in subparagraphs (A), (B), and (C) of section 9910(a)(2) of the CSBG Act, by members that reside in the community comprised by the unserved area (Franklin County); and in the category described in section 9910(a)(2)(B) of the CSBG Act, by members that reside in the neighborhood to be served.

VII. Delegation and Assignment:

- 7.00 The CONTRACTOR's rights and obligations under this Agreement shall not be assigned or delegated without the prior written approval of the Department.
- 7.01 Any assignment or agreement entered into without the prior written consent of the Department shall be void and constitute an Event of Default as set forth in Part XI below.
- 7.02 No agreement, with a delegate agency or other entity, involving the use of funds under this Agreement shall be approved by the Department nor will any payment be made relating to such agreements, where officers, board members, and employees of such agency are involved in a situation which would result in a conflict of interest.
- 7.03 The CONTRACTOR shall specify in any contract that the delegate agency shall comply with all the terms and conditions of this Agreement and other requirements applicable to the CONTRACTOR in the conduct of the Project, and shall make available a copy of this Agreement and any approved amendments.

VIII. Delay:

- 8.00 All time limits stated in the Contract Documents are of the essence in this Agreement. The CONTRACTOR shall begin the Project on the date of commencement of the Contract Period and carry the Project forward expeditiously with adequate personnel.
- 8.01 Excusable Delay is delay in progress of the Project caused by any act or neglect of the Department, or by conditions which cannot reasonably be anticipated, unavoidable casualties or causes beyond the CONTRACTOR's control. Excusable Delay is also any delay authorized in writing by the Department. In no event, however, may Excusable Delay extend the performance period beyond the Termination Date of this Agreement.
- 8.02 Inexcusable Delay is any delay in the progress of the Project not constituting an Excusable Delay pursuant to Section 8.01. Inexcusable Delay which continues uncorrected for a period of sixty days shall constitute an Event of Default.

IX. Extra Work:

- 9.00 Extra work shall constitute work performed outside the scope of the Contract Documents. No claim for payment of extra work can be made.

X. CONTRACTOR Warranties:

- 10.00 The CONTRACTOR warrants, to the Department, that the services to be performed, as set forth in the Community Action Plan and the CSBG Work Plan (Appendix D), under this Agreement by the CONTRACTOR or its Dele-

gate Agencies shall conform to and implement the Federal purposes, goals, and assurances as set forth in Part I above.

- 10.01 The CONTRACTOR warrants compliance with the restrictions and prohibitions regarding political activities set forth in P.L. 105-285, sections 678F (b) (1) and (2).
- 10.02 (a) The CONTRACTOR warrants that no person shall be excluded from, or be denied the benefits of, or be subject to discrimination, under any program or activity funded in whole or in part with funds made available under this subtitle on the grounds of race, color, national origin, and sex.
- (b) The CONTRACTOR warrants that it shall not engage in discrimination on the basis of age in accordance with the Age Discrimination Act of 1975, as amended, or with respect to otherwise qualified handicapped individuals as provided in § 504 of the Rehabilitation Act of 1973, as amended, with respect to any program or activity funded in whole or in part under this contract.
- 10.03 The CONTRACTOR warrants that it shall not engage in a conflict of interest as set forth in Part XIV below.
- 10.04 The CONTRACTOR warrants that payment received pursuant to this Agreement does not supplant other services or programs administered by the State.
- 10.05 The CONTRACTOR warrants to comply with the limitations, as set forth in P.L. 105-285, sections 678F (a) (1) and (2), that it shall not use funds made available under this agreement for the purchase or improvement of land, or the purchase of construction or permanent improvement of any building or other facility unless an approved waiver is obtained from the U.S. Department of Health and Human Services.
- 10.06 The CONTRACTOR warrants that it and its delegate agencies shall fully cooperate with the requirements for participation in the performance measurement system developed by the Office of Community Services.
- 10.07 The CONTRACTOR warrants that it shall inform custodial parents in single-parent families that participate in CSBG funded programs, services, and activities of the availability of child support services, and refer eligible parents to the child support office of the State and local governments.
- 10.08 The CONTRACTOR warrants that it and its delegate agencies shall submit to the Department an annual report including an accounting of the expenditure of funds for administration cost and direct delivery of services.
- 10.09 The CONTRACTOR warrants that it and its delegate agencies shall fully cooperate with the comprehensive onsite review and assessment implemented by the Department.
- 10.10 Breach of any of the foregoing warranties is an Event of Default, constituting substantial failure for purposes of Part XI below.

XI. Events of Default, Termination and Suspension for Eligible Entities including the Migrant or Seasonal Farmworker Organization:

- 11.00 (a) An Event of Default constitutes a material breach of this Agreement and, unless cured within the period stated in the regulations referenced below, constitutes the basis for terminating or suspending the Agreement, in whole or in part, for cause, in accordance with 19 NYCRR Part 700, as amended.
- (b) For purposes of this agreement, a material breach constitutes one or more of the grounds for a notice of funding action for termination or suspension as set forth below.
- 11.01 (a) Termination: This Agreement may be permanently terminated, in whole or in part, for cause, when there has been substantial failure, or repeated or successive failure, by the CONTRACTOR to comply with a provision of law, rule, regulation or program instruction issued by the Department or a term or condition of this Agreement or a prior CSBG Contract with the Department. The ground for substantial failure under this subdivision (a) shall include the abandonment by the CONTRACTOR of the services to be performed under this Agreement, in whole or in part. Failure of the CONTRACTOR to resume performance of the services abandoned under this Agreement within 20 days after receipt of a notice of funding action in accordance with regulations, on the grounds of substantial failure by abandonment, shall be deemed refusal by such CONTRACTOR to take corrective action. In the absence of unusual circumstances, this Agreement shall not be permanently

terminated, in whole or in part, for this cause, unless the Department has given the CONTRACTOR notice of such failure, as specified by regulation and reasonable opportunity to take effective corrective action.

- (b) Suspension: This Agreement may be suspended, in whole or in part, for cause when there has been substantial failure, or repeated or successive failure, by the CONTRACTOR to comply with a provision of law, rule, regulation or program instruction issued by the Department, or a term or condition of this Agreement or a prior CSBG Agreement with the Department. The ground for substantial failure under the subdivision (b), shall include the abandonment by the CONTRACTOR of the services to be performed under this Agreement, in whole or in part. Failure of the CONTRACTOR to resume performance of the services abandoned under this Agreement, within 20 days after receipt of a notice of funding action in accordance with regulations, on the ground of substantial failure or abandonment shall be deemed refusal by such CONTRACTOR to take effective corrective action. In the absence of unusual circumstances, this Agreement shall not be suspended, for this cause, in whole or in part, unless the Department has given the CONTRACTOR notice of such failure, as specified by regulations and reasonable opportunity to take effective corrective action.

11.02 In addition to those Events of Default, identified in other Sections of this Agreement, the Department may terminate or suspend this Agreement in accordance with 11.00 (a) or (b) above, for default by the CONTRACTOR, as provided below. The CONTRACTOR shall be considered in default of its obligations under this Agreement if:

- (a) The CONTRACTOR persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction;
- (b) Performance of the Work fails to substantially conform to the requirements of the Contract Documents;
- (c) The CONTRACTOR abandons or refuses to proceed with any or all of the Work;
- (d) The CONTRACTOR performs Work under this Agreement in which officers or employees of the CONTRACTOR have a direct or indirect interest that would result in a conflict of interest in accordance with Part XIV below.

11.03 Upon the occurrence and knowledge of any Event of Default, the Department shall notify the CONTRACTOR in writing, as set forth in 19 NYCRR Part 700, as amended, of the nature of the default constituting a substantial failure and of the Department's preliminary determination of funding action to terminate or suspend this Agreement for default.

11.04 In the event of a confirmation by the Secretary of HHS of the Department's termination of the CONTRACTOR's present funding, in whole or in part, under this Agreement, all funds remaining allocated under this Agreement shall accrue to the Department for reallocation, in accordance with Federal and State law and regulation, in furtherance of the performance of the Work Plan. Payments to the CONTRACTOR or approval by the Department of any New York State Aid Voucher, submitted by the CONTRACTOR, shall not affect the CONTRACTOR's obligations hereunder or the right of the Department to request or obtain a refund of any payment to the CONTRACTOR in excess of that to which the CONTRACTOR is lawfully entitled.

XII. Events of Default, Termination and Suspension for other Contractors:

12.00 (a) For Fault. If the Department determines that the CONTRACTOR has failed to perform or will fail to perform all or any part of the CONTRACTOR's services, obligations or duties required by the Agreement, the Department may terminate or suspend this Agreement in whole or in part or reduce the Project Goals and Priorities and the Total Grant Award of this Agreement upon written notice by certified mail, return receipt requested to the CONTRACTOR specifying the portions of this Agreement terminated, suspended or reduced. Such notice: (1) shall specify the violations of this Agreement; (2) and, in the case of termination, shall specify a reasonable period of not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the CONTRACTOR shall correct the violations during the period provided for in the notice, or this Agreement shall be terminated automatically upon the expiration of such time.

- (b) Not For Fault. Whenever the Department determines that termination of this Agreement in whole or in part is in the best interest of the State or in the event that termination is required by the Federal Agency, the Department may terminate this Agreement by written notice to the CONTRACTOR specifying the services terminated and the effective date of such termination. Upon termination, the CONTRACTOR shall be entitled to and the Department shall pay the costs incurred in compliance with this agreement until the date of such ter-

mination plus any cost the CONTRACTOR incurs directly resulting from such termination, provided, however, that the total amount to be paid to the CONTRACTOR shall not be more than the amount of Total Allocation specified in the Agreement.

- (c) The provision for termination shall not limit or modify any other right of the Department to proceed against the CONTRACTOR at law or under the terms of this Agreement.

XIII. Administrative Hearing Guidelines:

- 13.00 Any CONTRACTOR may request an administrative hearing in accordance with the Administrative Hearing Guidelines, copies of which will be provided upon request.

XIV. Conflict of Interest:

- 14.00 The CONTRACTOR warrants that its officers, board members, and employees do not have any interest, and will not acquire any interest, which would conflict in any manner or degree with the performance of this Agreement, provided that nothing in this Agreement shall be construed to prohibit the provision of authorized services to any otherwise eligible household or individual.

XV. Complaints:

- 15.00 (a) Nothing contained in this Agreement shall create or give to delegate agencies, or other parties not signatories to this Agreement, any claim or right of action on their behalf by the Department.
- (b) The Department shall consider written complaints from delegate agencies only for alleged substantial non-compliance by the CONTRACTOR with (1) terms and conditions of this Agreement; (2) terms and conditions of the Delegate Agency agreement; or (3) the CONTRACTOR's established written and publicly disseminated policies and procedures established specifically for carrying out its obligation under this Agreement.

XVI. Program Income, Inventions, Patents, and Copyrights:

- 16.00 Any product or service which the CONTRACTOR proposes to develop, produce or create as part of the performance of the Work Plan, including, but not limited to, any item, right, process or invention capable of being copyrighted or patented, shall be submitted as a Program Income Proposal to the Department, in writing, and shall include: (i) a proposed workscope which specifies the item, right, process or invention to be developed, created or produced; (ii) a detailed budget which includes the amount of funds, percentage and type of staff use which will be involved with the process or invention; and (iii) a reasonable estimate of program income to be generated by the CONTRACTOR under this proposal and the manner in which program income to be generated under the proposed program income workscope shall be used to increase the scope of the Project in accordance with the Federal purposes, goals, and assurances set forth in part I above.
- 16.01 Any product or service, including any item, right, process or invention which was developed, produced or created during the performance of this Work Plan, for which prior, written approval of the Department was not obtained for performance of the program income workscope, as set forth in subdivision (a) of 16.01 of this Part, shall be subject to the following:
 - (a) Any patentable item, patent right, process, or invention produced in performing the Project shall be reported fully and promptly to the Department. Determination as to the ownership and disposition of rights to any such Intangible Property, including whether a patent application shall be filed, and, if so, the manner of obtaining, administering, and disposing of rights under any patent application or patent which may be issued, shall be made by the Department. With respect to any subject invention in which the Department retains title, the Department shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, for or on behalf of the Department, the subject invention.
 - (b) With prior written approval of the Department, the CONTRACTOR may copyright any books, publications, or other copyrightable materials developed in the course of the Project; provided, however, that the Department reserves a royalty-free, transferable, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such materials for State purposes.

XVII. Miscellaneous Provisions:

- 17.00 In all published or disseminated materials, written, visual or audio produced by the CONTRACTOR in connection with this Agreement, the CONTRACTOR shall identify the Department as a source of project funds, and state that the Department of Health and Human Services allocates these funds to the State of New York. Neither the Department nor Federal agencies shall be responsible for the accuracy of any material or conclusion contained therein. The CONTRACTOR shall deliver to the Department at least one copy of any disseminated materials concerning the Project or the Work issued by or on behalf of the CONTRACTOR.
- 17.01 Notices or other communications are to be given or directed to either party at the addresses specified above or to such other addresses either party may, from time to time, designate by written notice to the other party, or as specified in Appendix E.
- 17.02 This Agreement shall be deemed executory only to the extent of monies available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond monies available for the purpose thereof.
- 17.03 The rights and duties and remedies set forth in the Contract Documents shall be in addition to and not in limitation of rights and obligations otherwise available at law.

XVIII. Federal Statutory Provisions:

- 18.00 The CONTRACTOR agrees to comply with the following laws, regulations and provisions in sections 18.01 through 18.15.
- 18.01 The CONTRACTOR shall not maintain information about any individual in a manner which would violate any provisions of the Privacy Act of 1974, 5 U.S.C. 552a, as amended. Advance notice will be given to the Department in the event the CONTRACTOR anticipates that information will be retained in a "system of records" as defined by the Privacy Act of 5 U.S.C. 552a(a)(5), as amended. Notice must be sufficient to enable publication of a system description in the Federal Register in accordance with 5 U.S.C. 552a(4)(ii) and the submission of a Report on New Systems in accordance with 5 U.S.C.
- 18.02 The equal opportunity requirements of Section 202 of Executive Order 11246 (41 CFR 60-1.4), as amended.
- 18.03 Title 10 CFR 1040, as amended, "Non-discrimination in Federally Assisted Programs," providing that no person shall on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment, where the main purpose of the program or activity is to provide employment or when the delivery of program services is affected by the CONTRACTOR's employment practices, in connection with any program or activity for which the CONTRACTOR herein receives financial assistance.
- 18.04 No person with responsibilities in the operation of any program funded under this contract will discriminate with respect to any employee, program participant, or any applicant for participation in such program, because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.
- 18.05 Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), as amended, providing that no person in the United States shall, on the grounds of race, color, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the CONTRACTOR herein receives financial assistance, and the CONTRACTOR will immediately take any measures necessary to effectuate this requirement.
- 18.06 Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000(e)), as amended, and Executive Orders 11246 and 11375, that no employee or applicant for employment will be discriminated against because of race, color, sex, religion, or national origin.
- 18.07 The Equal Pay Act of 1963 (29 U.S.C. 201 through 219), as amended, prohibiting wage differentiation in employment based on sex.
- 18.08 The Age Discrimination in Employment Act (29 U.S.C. 621 through 634), as amended, and Executive Order 11141, prohibiting the practice of discrimination against an employee or applicant for employment on the basis of age. The CONTRACTOR shall not discriminate in employment against any person because of his or her age or specify in solicitations or advertisements a maximum age limit except and unless it is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

18.09 The CONTRACTOR shall take Affirmative Action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or condition of physical or mental handicaps, provided, however, in the instance of a handicapped person, that the person's handicap does not prevent that person from doing the job that person would be hired to perform. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR also covenants to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department's EEO Officer setting forth the provisions of this non-discrimination clause.

18.10 Debarment and Suspension and Lobbying Certifications

- (a) In accordance with regulations of the United States Department of Health and Human Services found in 45 CFR Part 76, the CONTRACTOR shall complete, certify, and submit the attached "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions" to DOS.
- (b) In accordance with P.L. 101-121, Section 319, 31 U.S.C. 1352, and implementing Federal regulations, the CONTRACTOR:
- i. is prohibited from using appropriated funds received under this Agreement for lobbying;
 - ii. shall certify by completing and filing with the Department a "Certification for Contract, Grants, Loans and Cooperative Agreements;"
 - iii. shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the Department on the attached Standard Form - LLL, "Disclosure Term to Report Lobbying," in accordance with its instructions;
 - iv. shall file quarterly updates on the attached form LLL about the use of lobbyists if material changes occur; and
 - v. shall require that the language of such certification shall be included in the award documents for all subawards exceeding \$100,000 made by the CONTRACTOR and that all subCONTRACTORS shall certify and disclose accordingly.
- (c) The above-referenced certifications shall be completed and filed with the Department at the time of submission of this signed agreement in accordance with Title 31 U.S.C. Section 1352.

18.11 Environmental Tobacco Smoke

The CONTRACTOR shall comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, 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. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The CONTRACTOR further agrees and certifies that the above language will be included in any subawards which contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

- 18.12 Funds provided pursuant to this contract shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization.
- 18.13 Funds provided pursuant to this contract may not be used by CONTRACTOR or any sub-contractor to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of federal funding and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources (see 45 CFR Part 93).
- 18.14 In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provision is applicable to this Agreement:

Section 507: "Purchase of American-Made Equipment and Products – It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

- 18.15 This Agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

XIX. State Attorney General Charities Registration

- 19.00 In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this contract with the CONTRACTOR.

The CONTRACTOR agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

XX. Article 15-A of the New York State Executive Law

20.00 PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the Agency hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 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).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to make good faith efforts to meet the established MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women’s Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency may provide the Contractor or Subcontractor a model statement (see **Form A** – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor’s obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “E” of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. **Form B** - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. **Form C** - Workforce Employment Utilization Report (“Workforce Report”)

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Agency of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (**Form D**) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Agency shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use **Form E** – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Agency, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (**Form F**) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where Agency determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to make good faith efforts to meet the MWBE participation goals, Contractor shall be obligated to pay to the Agency liquidated damages.

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed by the Agency unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Agency.

The Department makes no representation with respect to the availability or capability of any business listed in the *Directory*.

COMMUNITY SERVICES BLOCK GRANT

APPENDIX B-1

Budget Summary

Contractor	0			FFY	2013
Budget Period		To		Contract #	
(a) TOTAL ALLOCATION OF FEDERAL FUNDS				\$	
(b) REQUIRED LOCAL SHARE				\$	
At least 25% of the total allocation of Federal funds. (Such share may be in cash, in-kind services, or a combination thereof).					
(c) UNEXPENDED FFY 2012 ALLOCATION				\$	
(d) TOTAL PROJECT COST				\$	0

Cost Categories	FFY 2013 CSBG Funds	FFY 2013 Local Share	Prior Year FFY 2012 CSBG Funds	Total Project Cost
1. Personnel Services (from Appendix B-2)	\$	\$	\$	\$
2. Delegate Agencies	\$	\$	\$	\$ 0
3. Contractual Services/Audit	\$	\$	\$	\$ 0
4. Equipment Purchase/Lease	\$	\$	\$	\$ 0
5. Other Direct Costs (from Appendix B-4)	\$	\$	\$	\$ 0
6. Administrative Costs				
Indirect Rate	%	\$	\$	\$ 0
Admin. Cost/Rate	%	\$	\$	\$ 0
TOTAL	\$ 0	\$ 0	\$ 0	\$ 0

Description of Contractual Services/Audit and Equipment Purchase/Lease expenses included in Cost Categories 3 and 4:

CSBG funds must be used in accordance with the cost principles of OMB Circulars A-122 and A-110. Grantees must comply with the limitations and prohibitions as stated in federal *CSBG statute (42 U.S.C. 9901 et seq.) Section 678F* and any subsequent amendments.

COMMUNITY SERVICES BLOCK GRANT

APPENDIX B-3

Local Share Description

[Local Share must be obtained as a match for CSBG funds.]

Contractor				FFY	2013
Budget Period		To		Contract #	

		VALUE	
		CASH	IN-KIND
Volunteer Services; List Programs and Numbers of Volunteers: <u>PROGRAMS: including type of volunteer used (i.e.: skilled, unskilled, clerical)</u>			
	<u># OF VOLUNTEERS/</u> <u>Hourly \$</u>		
Employer Furnished Services; List Employers and Services: <u>EMPLOYERS</u>			
	<u>SERVICES</u>		
All Other Local Share; List Types of Contributions and Sources: <u>TYPES OF CONTRIBUTIONS</u>			
	<u>SOURCES</u>		
TOTAL		\$0	\$0

Local Share **MUST** be from **NON-FEDERAL** sources. In-kind contributions may include donation of service, equipment or space not supported by federal funds.

APPENDIX C**PAYMENT AND REPORTING SCHEDULE****I. Financial and Program Reporting****1.00 Unaudited Financial Statement**

By not later than sixty (60) days following the end of the federal fiscal year, the Contractor shall have Unaudited Financial Statements of all funds received and expended for the respective federal fiscal year prepared in accordance with Fiscal Memorandum 98-1, as amended, and submitted to the Department's payment office for review and approval.

1.01 Audits

Pursuant to the Single Audit Act Amendments of 1996 (Public Law 104-156) funds received and expended pursuant to this Agreement are subject to the Audit Requirements of Office of Management and Budget (OMB) Circular A-133, as revised, "Audits of States, Local Governments, and Non-Profit Organizations" as follows:

- (a) Non-Federal entities that expend \$500,000 or more in Federal Awards in a fiscal year shall have a single Audit conducted in accordance with OMB Circular A-133 for that year.
 - (i) If the Audit contains findings or reports on prior Audit findings related to the Community Services Block Grant funds, the Contractor shall submit two (2) copies of the Reporting Package as set forth in A-133, Section 320(c) and any Management Letters issued by the auditor. Such Reporting Package must be submitted within nine (9) months following the end of the audited year or thirty (30) days following issuance by the auditor, whichever is earlier.
 - (ii) If the Audit does not contain any findings or reports on prior Audit findings related to the Community Services Block Grant funds, the Contractor shall comply with the pass-through entity notification requirement of A-133, Section 320 (e)(2) by submitting one (1) copy of the Reporting Package cited in (a) (i) above in accordance with the terms therein and any Management Letters issued by the auditor.
- (b) Non-Federal entities that expend less than \$500,000 in Federal Awards in a fiscal year are exempt from Federal Audit requirements for that year, but records must be available for review or Audit by appropriate officials of the Department of Health and Human Services, General Accounting Office and the State of New York.
 - (i) Whenever a Contractor determines that total federal award expenditures for a given fiscal year will be less than \$500,000 and an A-133 Audit is not required, the Contractor shall notify the Department's Contract Administration Unit, in writing, of this determination not later than sixty (60) days following the end of the affected fiscal year.
- (c) Contractor shall provide the Department with written notice of Audit entrance and exit conferences with its auditors at least fifteen (15) business days prior to the scheduled date of each conference. The Department reserves the right to attend and participate in these conferences.
- (d) Contractor shall be responsible for ensuring that the Audit reconciles with the Unaudited Financial Statements. Any discrepancies must be cited and explained in the Audit.

1.02 Any changes in excess of 10% to the cost categories contained in the Budget, Appendix B, will require prior approval of the Department. If the total Contract amount is in excess of \$50,000, approval will also be required by the Office of the State Comptroller. No expenditures shall be allowed for items not set forth in the approved Budget.

1.03 Program Reports - In accordance with PL. 105-285, Section 678E, all eligible entities are required to participate in a performance measurement system. All CSBG Contractors and Delegate Agencies in New York State will participate in the Result-Oriented Management and Accountability (ROMA) system approved by the US Department of Health and Human Services, Office of Community Services.

- (a) Program Progress Reports (PPR): Each Contractor shall prepare and submit four PPRs documenting progress toward achieving the milestones as stated in the approved Work Plan. The PPRs are due with the Contractor's submission of documents for Second, Third, and Fourth payments, and at the end of the Federal Fiscal Year. Where applicable, the PPRs must include reports of Delegate Agencies.
- (b) Annual Report: Each Contractor shall annually prepare and submit to the Department a comprehensive report. The report must include the following:
 - comparison of planned uses of CSBG funds and the actual uses of the funds
 - accounting of the use of CSBG funds for administrative costs
 - accounting of CSBG funds used for direct delivery of services to low-income persons
 - the numbers, characteristics and demographics of all persons served
 - a summary of the outcomes and results achieved in accordance with the purposes, goals and assurances of CSBG and ROMA
 - National Performance Indicators
 - listing of all resources leveraged

The Annual Report shall be prepared on forms provided by the Department in the format requested by the Department, and must be submitted by November 1st each year.

- 1.04 Contractor shall complete and provide all required reports, surveys, or questionnaires referenced in this contract on-time. Upon request by the Department, the Contractor shall provide other reports, surveys, or questionnaires as the Department determines to be necessary to carry out its responsibilities in administering the program.

II. Funding Allocation; Payments and Reports – FFY 2013

- 2.00 (a) **Total Allocation of Federal Funds:** \$_____.
- (b) Contractor's estimate of Unexpended Allocation from FFY 2012 \$_____.
- (c) Supplemental Allocation of Federal Funds \$_____.
- (d) Total Project Cost shall consist of the Total Allocation of Federal Funds, as set forth in Section 2.00 (a), a Local Share equivalent to at least twenty-five percent (25%) of the Total Allocation, and any Unexpended Allocation from the previous year.
- (e) If the Actual Unexpended Allocation from the previous year, as determined by the Department's review of the Unaudited Financial Statements for the previous year, exceeds the estimated amount by the greatest of ten percent (10%) or \$1,000, the actual amount must be incorporated into the Total Project Cost of FFY 2013 by a budget amendment. All Unexpended Allocation from the previous year must be expended within the first six months of the FFY 2013 Budget Period.
- 2.01 (a) Subject to the availability of funds, submission of properly executed State Vouchers requesting payments and compliance by the Contractor with the Financial and Program reporting requirements of this and all prior year contracts/amendments, payments will be made not earlier than fifteen (15) days immediately preceding the first day of each calendar quarter in accordance with the following:
If federal funding is awarded to the State based on a continuing resolution, advance payments to grantees will be calculated based on the amount received under each continuing resolution. Adjustments will be made immediately upon receipt of notice of full year funding, funding reduction, or a lack of federal appropriation. Such adjustments may include, but shall not be limited to, implementation of a reimbursement payment method.
- i. **FIRST PAYMENT** - By no later than February 1, 2013, or within thirty (30) days following notification from the program analyst and fiscal representative citing compliance with the Refunding Requirements, whichever is later, a payment will be issued in an amount equal to twenty-five percent (25%) of the FFY 2013 federal funds, as set forth in Section 2.00 (a).
 - ii. **SECOND PAYMENT** - Upon receipt and approval of a Financial Report documenting expenditure of at least twenty percent (20%) of the Total Allocation for FFY 2013 as set forth in Section 2.00 (a); receipt of a Program Progress Report demonstrating measurable progress toward achieving the goals for FFY 2013, a payment will be issued in an amount equal to twenty-five percent (25%) of the FFY 2013 federal funds, as set forth in Section 2.00 (a).
 - iii. **THIRD PAYMENT** - Upon receipt and approval of a Financial Report documenting expenditure of at least forty-five percent (45%) of the Total Allocation for FFY 2013 and receipt of a Program Progress Report demonstrating measurable progress toward achieving the goals for FFY 2013, a payment will be issued in an amount equal to twenty-five percent (25%) of the FFY 2013 federal funds, as set forth in Section 2.00 (a).
 - iv. **FOURTH PAYMENT** - Upon receipt and approval of a Financial Report documenting expenditure of at least seventy percent (70%) of the Total Allocation for FFY 2013 and seventy percent (70%) of the Local Share budgeted for FFY 2013, and receipt of a Program Progress Report demonstrating measurable progress toward achieving the goals for FFY 2013, a payment will be issued in an amount which when added to the previous payments will represent one hundred percent (100%) of the FFY 2013 federal funds, as set forth in Section 2.00 (a). If less than seventy percent (70%) is documented as expended upon termination of the FFY 2013 budget period, the balance due to the Contractor will be carried forward subject, however, to the provisions of section 675C(a)(3) of the federal CSBG Act.
- (b) The Unaudited Financial Statements and Audit will be the final project budget documents from which preliminary and final determinations of allowable costs will be made.

III. Fiscal, Audit Resolution and Procurement

- 3.00 The Department of State administers programs in compliance with Article 15-A of the Executive Law of New York State, including the Minority and Women-owned Business Enterprise (MWBE) Program and the Equal Employment Opportunity (EEO) component. Refer to Appendix A-1, Section XX of this document.
- 3.01 (a) The Contractor shall comply with and maintain written procedures for the procurement of all supplies, equipment and

services, including bookkeeping, Audit and legal services, provided these procedures comply with applicable local and state law and, in the case of private not-for-profit contractors, the following terms and conditions:

- i. Purchases not exceeding \$15,000. The Contractor may purchase commodities and services from, or may contract directly with, a responsible vendor of its choice for aggregate purchases not exceeding \$15,000. While competitive bidding is not required, Contractors should document steps taken to ensure that prices are reasonable in light of terms and prices offered by competitors.
 - ii. Purchases in excess of \$15,000 but not exceeding \$50,000. A Contractor may purchase commodities and services in accordance with i. above, with the added requirement that written confirmation by the successful vendor setting forth terms and conditions must be obtained and retained in the Contractor's file along with the basis for determining that the offered price is reasonable, or may contract by either of the following:

Alternate A - If the Contractor has identified a responsible minority and/or women-owned business source and has determined that the price offered is reasonable, the Contractor may purchase directly from the identified source. The Contractor shall document and keep on file the Contractor's basis for determining that the offered price is reasonable and obtain a written quotation from the vendor showing terms and conditions.

Alternate B - The Contractor may structure formal bidding using the procedure set forth in iii. below, which is required for all purchases in excess of \$50,000.
 - iii. Purchases in excess of \$50,000. The Contractor shall structure formal competitive bidding. A minimum of five sealed bids shall be solicited from responsible bidders offering such commodities or services. Bidding requirements established by the Contractor shall enable all bidders to engage in bidding on a competitive basis.
- (b) The Contractor shall document the process followed in selection of the most responsible lowest bidder.
 - (c) The Contractor shall make every reasonable effort to obtain competition before the purchase of commodities or services. The Contractor must document and retain for Audit any situation where reasonable competition is not available.

3.02 Interest

Any Interest Income generated from payments made under the terms of this Agreement shall be retained by the Contractor and used to provide services and activities to low-income persons.

3.03 Books and Records

- (a) The Contractor shall maintain separate books and records for funds received through the CSBG Program and maintain cash accountability for In-Kind Revenues.
- (b) The Contractor shall maintain books and records pertaining to performance of the Work Plan under this Agreement in a manner as to allow required reports to be submitted consistent with generally accepted accounting principles.
- (c) The Contractor shall retain such books and records for a period of six years after submission to and approval of the final Audit.
- (d) The Contractor shall make such books and records available to authorized representatives of State and federal governments for Audit, inspection and copying upon reasonable request during business hours.

3.04 Program Income, Inventions, Patents and Copyrights

Any Income, including royalties from copyrights and patents, earned by the Contractor during the term of this Agreement as a result of the performance of the services set forth in the Work Plan shall be used to increase the scope of the Project.

3.05 Preliminary Close-Out

- (a) Upon receipt of the Unaudited Financial Statements, the Department shall review the Statements and make a preliminary determination of any Unexpended Allocation or questioned cost.
- (b) The Contractor shall be notified in writing of the results of the review and the determination of any Unexpended Allocation.
- (c) If, as a result of the review, it is determined that there are disallowed costs, the Contractor will be instructed to reallocate and incorporate these amounts as Unexpended Allocation from the preceding Budget Period into the Total Project Cost of the Agreement currently in effect by submission of a budget amendment.

3.06 Audit Resolution

- (a) The Department shall issue an Audit Review Report including a management decision for Audit finding that relate to Federal Awards it makes to the Contractor within 6 months of receipt of the Audit report. The Contractor shall initiate corrective actions cited in the Management decision within 6 months of receipt of the report.

- (b) The Contractor shall have thirty (30) days after receipt of the Audit Review Report to object in writing to such Report. Any objection to such Report is waived unless received by the Department within thirty (30) days of the date such Report is received by the Contractor.
- (c) Written objections filed by the Contractor shall be reviewed by the Department. The Department shall respond in writing within thirty (30) days after receipt of the objections.
- (d) The Contractor will be allowed thirty (30) days after receipt of the Department's written response to request an Audit Resolution Conference. If a Conference is not requested within thirty (30) days of receipt by the Contractor of the Department's written response, the Audit Review Report, as may be amended, becomes final, and Contract shall initiate corrective actions within 6 months of receipt of the original report.

IV. Assessment, Review, Inspection and Monitoring

- 4.00 (a) The Department may, in its discretion, conduct such reviews and assessments of Contractor as it deems necessary. The Department shall conduct at least one full onsite review and assessment of Contractor within a three year period.
- (b) The Department shall conduct an on-site assessment of each newly designated Contractor immediately after the completion of the first year in which such entity receives CSBG funds.
- (c) The Contractor will be required to develop and implement an action plan to address any findings resulting from Department monitoring, review and assessment.
- (d) The Department will develop and implement a support plan to assist the Contractor in carrying out the action plan described above. The Department will conduct follow up reviews and visits as appropriate.
- (e) The Department will take prompt actions with any Contractor that fails to meet the goals, standards, and requirements established by the grantee and agreed to by the Department in response to any finding resulting from audit, monitoring, on-site, or other assessment. Such action may include, but shall not be limited to, implementation of a reimbursement payment method and all other rights reserved to the Department and available pursuant to the CSBG Act and the laws of the State of New York.
- 4.01 (a) The Department will conduct periodic onsite program and fiscal monitoring to verify program accomplishments and adherence to applicable federal and State statutes, rules, and regulations; the CSBG management plan; this agreement; and, other applicable policies, procedures and memoranda.
- (b) Representatives of the Department will attend grantee board and committee meetings.
- (c) All visits, inspections, Audits, and other monitoring by the Department shall be done on reasonable notice to the Contractor or delegate agencies, if any, to the maximum extent possible. However, the Department reserves the right to make unannounced visits, site inspections to Contractors and delegate agencies, and to attend the Contractor's Audit entrance and exit conference.
- 4.02 Representatives of the Department shall have the authority to reject any Work, services, and activities performed by the Contractor which do not conform to the Contract Documents and were not conducted in accordance with applicable federal and State statutes, rules and regulations.
- 4.03 Representatives of the Department shall have the authority to conduct mandatory reviews, assessments, and inspections of services performed by the Contractor in accordance with State and federal laws and regulations; the CSBG Management Plan; the CSBG Refunding Application, including the approved budget and Work Plan; and, any memoranda issued by the Department, as they, in good faith, deem reasonable and necessary to ensure that the Work is being performed in compliance with the Contract Documents.
- 4.04 The Contractor agrees to cooperate with the Department and its representatives at all times and to promptly implement and comply with any and all corrective actions required by the Department in accordance with the Department's statutory monitoring and oversight responsibilities.
- 4.05 Representatives of the Contractor shall meet with representatives of the Department at such times as the Department shall request in order to advise and inform the Department on any and all matters related to the administration of the CSBG program.
- 4.06 The delegated duties, responsibilities, and limitations of authority of the Department's representatives shall not be modified or extended without written consent by the Secretary of State.

V. Payment Office

- 5.00 (a) Vouchers, Audits, unaudited financial statements, and periodic financial reports shall be submitted to the Contract Administration Unit (CAU), Department of State, 99 Washington Ave, Albany, New York 12231. The Department shall

notify the Contractor within 15 days if its voucher contains any claim for payment that is incomplete or contains any claim for payment that is not in compliance with this Agreement, and the Contractor shall take corrective action in a timely manner.

- (b) Refunding Applications, Contract Amendments, Budget Amendments, and Program Progress Reports shall be submitted to the assigned program analyst or as directed by written correspondence.

COMMUNITY SERVICES BLOCK GRANT

APPENDIX D-1a

FFY 2013 CSBG Work Plan

Planned Use of CSBG Funds by Contractor

Contractor _____ FFY **2013**

Budget Period _____ To _____ Contract # _____

- 1. Total FFY 2013 CSBG Allocation \$ _____
- 2. Total Unexpended FFY 2012 Allocation \$ _____
- 3. Total CSBG funds available during FFY 2013 \$ **0**
- 4. For each National Goal, enter the amount of CSBG funds used (excluding administrative funds):

A	B	C
National Goals	FFY 2013 CSBG Funds	Unexpended FFY 2012 CSBG Funds
Low-Income People Become More Self-Sufficient (Goal 1)	\$ _____	\$ _____
The Conditions In Which Low-Income People Live Are Improved (Goal 2)	\$ _____	\$ _____
Low-Income People Own A Stake In Their Community (Goal 3)	\$ _____	\$ _____
Partnerships Among Supporters And Providers Of Services To Low-Income People Are Achieved (Goal 4)	\$ _____	\$ _____
Agencies Increase Their Capacity To Achieve Results (Goal 5)	\$ _____	\$ _____
Low-Income People, Especially Vulnerable Populations, Achieve Their Potential By Strengthening Family And Other Supportive Systems (Goal 6)	\$ _____	\$ _____

	FFY 2013 CSBG Funds	Unexpended FFY 2012 CSBG Funds
--	------------------------	--------------------------------------

- 5. Total funds Direct Charged for Administration \$ _____
- 6. Funds Grantee Approved Indirect Cost Rate or Admin. Cost Rate (same as Appendix B-1, Line 6) \$ _____
- 7. Funds awarded to Delegate Agencies \$ _____

If CSBG spending on administrative costs will exceed 15% of CSBG funds, please explain:

COMMUNITY SERVICES BLOCK GRANT

APPENDIX D-1b

Summary of Planned Use of CSBG Funds by Delegate Agencies

Contractor _____ FFY **2013**

Budget Period _____ To _____ Contract # _____

of Delegate Agencies _____

1. Total FFY 2013 CSBG Allocation to Delegate Agencies \$ _____

2. Total Unexpended FFY 2012 Allocation to Delegate Agencies \$ _____

3. For each National Goal (Column A), enter the aggregate amount of CSBG funds to be used (Columns B and C) by Delegate Agencies.

A	B	C	
National Goals	FFY 2013 CSBG Funds	Unexpended FFY 2012 CSBG Funds	
Low-Income People Become More Self-Sufficient (Goal 1)	\$ _____	\$ _____	_____
The Conditions In Which Low-Income People Live Are Improved (Goal 2)	\$ _____	\$ _____	_____
Low-Income People Own A Stake In Their Community (Goal 3)	\$ _____	\$ _____	_____
Partnerships Among Supporters And Providers Of Services To Low-Income People Are Achieved (Goal 4)	\$ _____	\$ _____	_____
Agencies Increase Their Capacity To Achieve Results (Goal 5)	\$ _____	\$ _____	_____
Low-Income People, Especially Vulnerable Populations, Achieve Their Potential By Strengthening Family And Other Supportive Systems (Goal 6)	\$ _____	\$ _____	_____

		FFY 2013 CSBG Funds		Unexpended FFY 2012 CSBG Funds
--	--	------------------------	--	--------------------------------------

4. Total funds used for Administration by Delegate Agencies \$ _____ \$ _____

5. Average percentage of CSBG funds used for administration by each Delegate _____ %

If CSBG spending on administrative costs will exceed 15% of CSBG funds, please explain:

Check one:
 Work Plan Plan Amendment
 PPR #1 PPR #3
 PPR #2 PPR #4

COMMUNITY SERVICES BLOCK GRANT	Page <input type="text"/>	of <input type="text"/>
APPENDIX D-2a		
FFY 2013 Work Plan and Program Progress Report (PPR)		
Contractor <input type="text"/>	Contract # <input type="text"/>	

Program(s) that provide services and activities listed below:	RESOURCES	
	CSBG	FFY 2013: \$ <input type="text"/>
		FFY 2012 Unexpended: \$ <input type="text"/>
	Local Share	Cash: \$ <input type="text"/>
		In-Kind: \$ <input type="text"/>
Corresponding Demonstrated Needs (App. D-3b) and/or Program Priorities (App. D-3c):	Total Other Cash Resources \$ <input type="text"/>	

Narrative description of direct services and activities necessary to achieve the outcomes/performance indicators	Expected milestones and outcomes as a result of services and activities provided*	CSBG Goals & National Performance Indicators **	PROGRAM PROGRESS				
			Annual Expected # Achieving	PPR #1 Achieving	PPR #2 Achieving	PPR #3 Achieving	PPR #4 Achieving

*Place only one milestone outcome/indicator on each line. Complete additional pages as required.

**More than one National Performance Indicator can be used to describe an outcome.

Check one:			
PPR #1	<input type="checkbox"/>	PPR #3	<input type="checkbox"/>
PPR #2	<input type="checkbox"/>	PPR #4	<input type="checkbox"/>

COMMUNITY SERVICES BLOCK GRANT	Page <input type="text"/>	of <input type="text"/>
APPENDIX D-2b		
FFY 2013 Program Progress Report (PPR) Narrative		

Contractor		Contract #	
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Program(s):		NPI(s) affected:	

1. Describe progress and/or challenges during reporting period in implementing the program(s):

2. Describe corrective measures undertaken to address challenges experienced during this period. (Please indicate by whom and by when.)

COMMUNITY SERVICES BLOCK GRANT

APPENDIX D-3a**2013 Needs Assessment**

Contractor		FFY	2013
------------	--	-----	-------------

42 U.S.C. 9901 et seq., Section 676, (b), (11) states that ". . . the State will secure from each eligible entity in the State, as a condition to receipt of funding by the entity through a community services block grant made under this subtitle for a program, a community action plan (which shall be submitted to the Secretary, at the request of the Secretary, with the State plan) that includes a community-needs assessment for the community served, which may be coordinated with community-needs assessments conducted for other programs;"

In compliance with the above, please provide the information below:

1. Date of most recent assessment:
2. Describe the process used to conduct the assessment (include the involvement of low-income persons, the community served, agency staff, and the board of directors):

COMMUNITY SERVICES BLOCK GRANT

APPENDIX D-3b

2013 Demonstrated Community Needs

Contractor		FFY	2013
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Below, summarize the greatest needs of the community (and each sub-community*) served, as demonstrated by the most recent community needs assessment:

1. Name of Community Served:

	<u>Greatest Demonstrated Need(s):</u>		<u>Corresponding NPI(s):</u>
A.	<input style="width: 95%; height: 25px;" type="text"/>	A.	<input style="width: 95%; height: 25px;" type="text"/>
B.	<input style="width: 95%; height: 25px;" type="text"/>	B.	<input style="width: 95%; height: 25px;" type="text"/>
C.	<input style="width: 95%; height: 25px;" type="text"/>	C.	<input style="width: 95%; height: 25px;" type="text"/>
D.	<input style="width: 95%; height: 25px;" type="text"/>	D.	<input style="width: 95%; height: 25px;" type="text"/>
E.	<input style="width: 95%; height: 25px;" type="text"/>	E.	<input style="width: 95%; height: 25px;" type="text"/>

2-a. Name of Sub-Community Served (where applicable):

	<u>Greatest Demonstrated Need(s):</u>		<u>Corresponding NPI(s):</u>
A.	<input style="width: 95%; height: 25px;" type="text"/>	A.	<input style="width: 95%; height: 25px;" type="text"/>
B.	<input style="width: 95%; height: 25px;" type="text"/>	B.	<input style="width: 95%; height: 25px;" type="text"/>
C.	<input style="width: 95%; height: 25px;" type="text"/>	C.	<input style="width: 95%; height: 25px;" type="text"/>

2-b. Name of Sub-Community Served (where applicable):

	<u>Greatest Demonstrated Need(s):</u>		<u>Corresponding NPI(s):</u>
A.	<input style="width: 95%; height: 25px;" type="text"/>	A.	<input style="width: 95%; height: 25px;" type="text"/>
B.	<input style="width: 95%; height: 25px;" type="text"/>	B.	<input style="width: 95%; height: 25px;" type="text"/>
C.	<input style="width: 95%; height: 25px;" type="text"/>	C.	<input style="width: 95%; height: 25px;" type="text"/>

***"Sub-Community" means a city or other area of distinct and unique needs within the greater service area.**

(continue on next page, if necessary)

COMMUNITY SERVICES BLOCK GRANT

APPENDIX D-3b

2013 Demonstrated Community Needs (continued)

Contractor		FFY	2013
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2-c. Name of Sub-Community Served (where applicable):

Greatest Demonstrated Need(s):

Corresponding NPI(s):

- | | |
|----|--|
| A. | |
| B. | |
| C. | |

- | | |
|----|--|
| A. | |
| B. | |
| C. | |

2-d. Name of Sub-Community Served (where applicable):

Greatest Demonstrated Need(s):

Corresponding NPI(s):

- | | |
|----|--|
| A. | |
| B. | |
| C. | |

- | | |
|----|--|
| A. | |
| B. | |
| C. | |

***"Sub-Community" means a city or other area of distinct and unique needs within the greater service area.**

COMMUNITY SERVICES BLOCK GRANT

APPENDIX D-3c

2013 Program Priorities

Contractor _____ FFY **2013**

Using the following goals, please describe the program priorities for FFY 2012 and the community need(s), agency strategic need(s) and/or other need(s) the program will address:

Goals 1 & 6 - Individuals & Families - Self-Sufficiency and Stability

a) _____

b) _____

c) _____

d) _____

e) _____

Goals 2 & 3 Community - Revitalization and Civic Investment

a) _____

b) _____

c) _____

d) _____

e) _____

COMMUNITY SERVICES BLOCK GRANT

APPENDIX D-3c

2013 Program Priorities (continued)

Contractor	0	FFY	2013
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Goals 4 & 5 Agency - Partnerships and Capacity Building

a)

--

b)

--

c)

--

d)

--

e)

--

COMMUNITY SERVICES BLOCK GRANT

APPENDIX D-3d**Child Support Services and Referrals**

Contractor

FFY

2013

Under Public Law 105-205, section 678G(b) *CHILD SUPPORT SERVICES AND REFERRALS*.—During each fiscal year for which an eligible entity receives a grant under section 675C, such entity shall—

- (1) inform custodial parents in single-parent families that participate in programs, activities, or services carried out or provided under this subtitle about the availability of child support services; and
- (2) refer eligible parents to the child support offices of State and local governments.

As per Appendix A1, AGENCY SPECIFIC CLAUSES, Section 10.07 "The CONTRACTOR warrants that it shall inform custodial parents in single-parent families that participate in CSBG funded programs, services, and activities of the availability of child support services, and refer eligible parents to the child support office of the State and local governments."

Please describe the process used to identify and inform custodial parents in single-parent families that participate in CSBG funded programs, services, and activities of the availability of child support services, and refer eligible parents to the child support office of the State and local governments.

APPENDIX E

NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via 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.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State: State of New York Department of State
Name: Timothy Brogan
Title: Program Administrator
Address 1: Office for New Americans/Division of Community Services
Address 2: One Commerce Plaza, 99 Washington Avenue, Suite 1020
City, State, Zip: Albany, NY 12231-0001
Telephone: 518-474-5741
Fax: 518-486-4663
E-mail: timothy.brogan@dos.ny.gov

Contractor Name:	
Name of Contact Person:	
Title:	
Address 1:	
Address 2:	
City, State, Zip:	
Telephone:	
Fax:	
E-mail:	

2. 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.
3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

APPENDIX F

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

Date

APPENDIX F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, 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 does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application, the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children’s services and that all subgrantees shall certify accordingly.

Signature

Title

Organization

Date

APPENDIX F**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

APPENDIX F

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (CONTINUED)

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
 Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

[55 FR 21690, 21702, May 25, 1990]

Signature

Title

Organization

Date

APPENDIX F**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion---Lower Tier Covered TransactionsInstructions for Certification

1. The prospective lower tier participant is required to sign the attached certification. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction,” without modification, in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (CONTINUED)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal concerning each statement to which certification has not been made.

Signature

Title

Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPENDIX X

Agency Code: _____
Contract Period: _____

Contract Number _____
Funding for Amendment \$ _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office in Albany, New York (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of contract number noted above, as amended herein and noted below.

Type of contract modification:

- Renewal..... Revised total contract value: \$_____ (renewals only)
- No Cost Time Extension
- Amendment: _____
- Attached Appendices: _____

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

(print name)
Title: _____
Date: _____

By: _____

(print name)
Title: _____
Date: _____

State Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known and known to me to be the person who is the _____ of _____, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

By: _____
Date: _____

By: _____
Date: _____

Appendix 7

(The following is for information only. These Certifications must be completed only by the organization which is awarded the contract for Franklin.)

Federal Certifications

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

Date

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, 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 does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application, the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Signature

Title

Organization

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the

Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

Certification regarding Drug-Free Workplace, continued

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

[55 FR 21690, 21702, May 25, 1990]

Signature

Title

Organization

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Transactions Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Instructions for Certification

1. The prospective lower tier participant is required to sign the attached certification. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension And Other Responsibility Matters (CONTINUED)

Transactions Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal concerning each statement to which certification has not been made.

Signature
Title
Organization
Date

Appendix 8

The Hatch Act: Who is Covered?

The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies and who work in connection with programs **financed in whole or in part by federal loans or grants**. Usually, employment with a state or local agency constitutes the principal employment of the employee in question. However, when an employee holds two or more jobs, principal employment is generally deemed to be that job which accounts for the most work time and the most earned income.

The following list offers examples of the types of programs which frequently receive financial assistance from the federal government: public health, public welfare, housing, urban renewal and area redevelopment, employment security, labor and industry training, public works, conservation, agricultural, civil defense, transportation, anti-poverty, and law enforcement programs.

Hatch Act provisions also apply to employees of private, nonprofit organizations that plan, develop and coordinate federal Head Start or **Community Service Block Grant** programs.

State and local employees subject to the Hatch Act continue to be covered while on annual leave, sick leave, leave without pay, administrative leave or furlough.

Appendix 9 – Links to IM 37 and IM 82

Link to IM 37:

<http://www.acf.hhs.gov/programs/ocs/resource/im-no-37-definition-and-allowability-of-direct-and-administrative-cost>

The CSBG reauthorization requires that HHS provide a report to Congress that includes use of CSBG funds by grantees by expenditures on *direct* and *administrative* functions (42 U.S.C. § 9917(b)(2)(B)(1999). HHS Information Memorandum #37 was created to ensure consistency in assigning costs to these categories.

Link to IM 82:

<http://www.acf.hhs.gov/programs/ocs/resource/im-no-82-tripartite-boards>

This Information Memorandum addresses a number of policy questions that have arisen in recent years concerning the composition, role, and responsibilities of local community action agency tripartite boards. In addition, the Memorandum describes steps that may be taken by State CSBG lead agencies and State Community Action Associations to promote the continued viability and effectiveness of eligible entities through appropriately constituted and well-functioning tripartite boards.