

GRANT CONTRACT

ORIGINATING AGENCY CODE: 19000/DOS01	NYS CONTRACT NO.:	
STATE AGENCY New York State Department of State Division of Community Services One Commerce Plaza, 99 Washington Avenue Albany, New York 12231	CONTRACT AMOUNT: \$	
	TOTAL PROJECT COST	
	State Funding: \$	Local Share: \$
CONTRACTOR (Name and Business Address)	PROGRAM	
	State: 0 %	
	Federal: 100 %	
	FEDERAL FUNDS CFDA NO.:	
FEDERAL TAX ID NO.:	INITIAL CONTRACT PERIOD	
NYS VENDOR ID NO.:	From: 10/1/12	To: 9/30/13
MUNICIPAL CODE:	MULTI-YEAR TERM	
	From: 10/1/12	To: 9/30/15
	STATUS	
	Secarian 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 X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
- Other (Identify) Appendix F Federal Certifications
- 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 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: _____

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 page 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.
- D. 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, licensor, 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) Title II of Public Law 105-285 as amended (42 U.S.C. sections 9901, et seq., as amended); c) NYS Executive Law Article 6-D (as amended);
- (b) Regulations, a) 45 C.F.R. Part 96; b) Title 19, New York Compilation of Codes, Rules and Regulations, Part 700 and Part 701;
- (c) Policies and Procedures, a) the "Community Services Block Grant Management Plan" as amended from time to time, b) Informational Memoranda issued by the federal Office of Community Services, c) approved Budget and Budget Support Documentation, d) approved CSBG Work Plan, e) CSBG Program Instructions, Fiscal and Program Memoranda, as amended, (f) OMB Circulars A-110, A-122, and A-133, as amended.

1.01 The Statutes, Regulations and the 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 Health and Human Services (HHS) may waive the limitation contained in paragraph (a) upon a State request for such a waiver, if the Secretary 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.

No funds provided directly to a religious organization to provide assistance under any program funded by or through this contract shall be expended for sectarian worship, instruction, or proselytization.

- (c) Rules and regulations.--The Secretary of HHS, 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.--

- (a) In general.--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.
- (b) Action of Secretary.--Whenever the Secretary of HHS determines that a State that has received a payment under this subtitle has failed to comply with paragraph (a) or an applicable regulation, the Secretary shall notify the chief executive officer of the State and shall request that the officer secure compliance. If within a reasonable period of time, not to exceed 60 days, the chief executive officer fails or refuses to secure compliance, the Secretary is authorized to--
- i. refer the matter to the Attorney General with a recommendation that an appropriate civil action be instituted;
 - ii. exercise the powers and functions provided by title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), 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.), as may be applicable; or
 - iii. take such other action as may be provided by law.
- (c) Action of Attorney General.--When a matter is referred to the United States Attorney General pursuant to paragraph (b), or whenever the Attorney General has reason to believe that the State is engaged in a pattern or practice of discrimination, in violation of the provisions of this subsection, the Attorney General may bring a civil action in any appropriate United States district court for such relief as may be appropriate, including injunctive relief.

The Department is statutorily authorized to enter into a contract with the CONTRACTOR for the performance of certain activities in consideration of certain funding.

II. Definitions:

- 2.00 Board of Directors: For eligible entities as defined by Public Law (P.L.) 105-285, Section 673 (1) (a), a tripartite board as fully described in and required by 42 U.S.C., §9910, P.L. 105-285, section 676B. For community based organizations, a board of directors 50% of more of the members of which reside in the project area.
- 2.01 Budget Amendment: Written request from the CONTRACTOR, on forms provided by the Department, to amend the Budget (Appendix B), approved by the Department.
- 2.02 CONTRACTOR: (a) An eligible entity as defined by Public Law (P.L.) 105-285, Section 673 (1) (a), as amended; or
(b) a community based organization, as defined by NY Executive Law § 159-e(4).
- 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 Local Share: in accordance with Executive Law Article 6-D § 159-j, each recipient agency shall secure local funds equivalent to twenty-five percent (25%) of the federal funds received under the Community Services Block Grant. Such funds may be in cash or in kind, fairly evaluated, including but not limited to donated plant, equipment, and services. The Secretary may waive all or part of this requirement upon an application made and upon good cause shown by the recipient agency.
- 2.06 Management Plan: The Community Services Block Grant Management Plan prepared by the Department, submitted by the Governor, and filed with the United States Department of Health and Human Services.
- 2.07 Poverty Line: The official poverty line issued by the U.S. Department of Health and Human Services. 125 percent of the official poverty line shall be used as a criterion of eligibility in the provision of all programs, services and activities funded by the Community Services Block Grant within the State of New York.
- 2.08 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.
- 2.09 Secretary: The Secretary of State, State of New York.
- 2.10 State: The State of New York.
- 2.11 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. The Project and Substantial Relations:

- 3.00 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 the Federal purposes, goals, and assurances.

- 3.01 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 informational memoranda, as referenced in Part I above, 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 96 and Part 1040, 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.

IV. DOS Obligations:

- 4.00 To implement the program in accordance with the Federal purposes, goals, and assurances set forth in part I above.
- 4.01 To require all eligible entities to comply with the tripartite board requirement pursuant to P.L. 105-285, section 676B, as amended, and all community based organizations to comply with the greater than 50% residency requirement pursuant to NY Executive Law Article 6-d §159-e. 4.
- 4.02 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.
- 4.03 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 informational memoranda.
- 4.04 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).
- 4.05 To perform the foregoing obligations with reasonable promptness in order to avoid delay in the orderly progress of the Work.
- 4.06 To comply with the Audit Resolution process set forth in Appendix C, 3.06.
- 4.07 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.

V. CONTRACTOR Obligations:

- 5.00 CONTRACTOR shall be responsible. The Department is required to 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.
- 5.01 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.

- 5.02 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.
- 5.03 During the term of this Contract, any changes in the conditions for responsibility determination, cited in 5.02 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.
- 5.04 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.
- 5.05 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, A-122, and A-133 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.
- 5.06 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.
- 5.07 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.
- 5.08 The CONTRACTOR and its delegate agencies shall participate in the performance measurement system developed by the Office of Community Services, including the Results Oriented Management and Accountability (ROMA) System.
- 5.09 The CONTRACTOR and its delegate agencies shall fully cooperate with all monitoring conducted by the Department, and shall be responsive to all reporting requests made by the Department in relation to this agreement.

- 5.10 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.

VI. Delegation and Assignment:

- 6.00 The CONTRACTOR's rights and obligations under this Agreement shall not be assigned or delegated without the prior written approval of the Department.
- 6.01 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.
- 6.02 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.
- 6.03 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.

VII. Delay:

- 7.00 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.
- 7.01 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.
- 7.02 Inexcusable Delay is any delay in the progress of the Project not constituting an Excusable Delay pursuant to Section 7.01. Inexcusable Delay which continues uncorrected for a period of sixty days shall constitute an Event of Default.

VIII. Extra Work:

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

IX. CONTRACTOR Warranties:

- 9.00 The CONTRACTOR warrants, to the Department, that the services to be performed, as set forth in the CSBG Work Plan (Appendix D), under this Agreement by the CONTRACTOR or its Delegate Agencies shall conform to and implement the Federal purposes, goals, and assurances as set forth in Part I above.
- 9.01 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).
- 9.02 (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.
- 9.03 The CONTRACTOR warrants that it shall not engage in a conflict of interest as set forth in Part XI below.
- 9.04 The CONTRACTOR warrants that payment received pursuant to this Agreement does not supplant other services or programs administered by the State or federal government.
- 9.05 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.
- 9.06 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.
- 9.07 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.
- 9.08 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.
- 9.09 The CONTRACTOR warrants that it and its delegate agencies shall fully cooperate with all monitoring conducted by the Department.
- 9.10 Breach of any of the foregoing warranties is an Event of Default, constituting substantial failure for purposes of Part XI below.

X. Events of Default, Termination and Suspension:

- 10.00 (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.
- 10.01 (a) Termination: The State shall have the right to terminate this Agreement early for: (i) unavailability of funds; (ii) cause; or (iii) convenience. In accordance with the terms of the CSBG Act, this Agreement may be permanently terminated, in whole or in part, for cause, when there has been a 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 also 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. 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 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 and shall not be more than the amount of funds appropriated and available for this Agreement.

- (b) Suspension: The State shall have the right to suspend this Agreement for: (i) unavailability of funds; (ii) cause; or (iii) convenience. 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.

10.02 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 10.01 (a) or (b), 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 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 XI below.

10.03 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.

10.04 In the event 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. 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.

10.05 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.

XI. Conflict of Interest:

11.00 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.

XII. Complaints:

- 12.00 (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.
- (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.

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

- 13.00 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.
- 13.01 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.

XIV. Miscellaneous Provisions:

- 14.00 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.
- 14.01 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.
- 14.02 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.

- 14.03 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.
- 14.04 Subject to the availability of funds, determination by the Department that it is in the best interest of the Project and the State, and upon mutual execution of an appendix X, the Term of this Agreement may be extended by one Contract Period not to exceed three (3) months.

XV. Federal Statutory Provisions:

- 15.00 The CONTRACTOR agrees to comply with the following Federal laws:
- 15.01 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.
- 15.02 The equal opportunity requirements of Section 202 of Executive Order 11246 (41 CFR 60-1.4), as amended.
- 15.03 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.
- 15.04 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.
- 15.05 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.
- 15.06 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.
- 15.07 The Equal Pay Act of 1963 (29 U.S.C. 201 through 219), as amended, prohibiting wage differentiation in employment based on sex.
- 15.08 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.
- 15.09 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 of 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.

15.10 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.

15.11 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.

- 15.12 Funds provided pursuant to this contract shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization.
- 15.13 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).
- 15.14 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."

15.15 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).

XVI. State Attorney General Charities Registration

16.00 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.

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

17.00 The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract, reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- 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.
- The contractor will undertake or continue existing programs of affirmative action 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, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.
- The contractor will state in all solicitations and 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.
- The contractor will, at the request of the Department, 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 because 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.
- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.
- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Department's Minority and Women-Owned Business Program by calling (518) 474-6740. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.empire.state.ny.us> and click on NY BIZ. From the st on the top left of the page, click on **Small and Growing Business** and, from the drop-down menu, click on: **Minority and Women-Owned Business**. On the top of the page click on "MWBE Directory."

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

COMMUNITY SERVICES BLOCK GRANT
WORKFORCE DEVELOPMENT DISCRETIONARY GRANT

APPENDIX B-1
Budget Summary

Contractor _____ FFY _____

Budget Period _____ To _____ Contract # _____

- (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 \$ 0

Cost Categories	FFY 2013 CSBG WDDG Funds	FFY 2013 Local Share	Total Project Cost
1. Personnel Services	\$	\$	\$ 0
2. Delegate Agencies (Subcontractors)	\$	\$	\$ 0
3. Contractual Services/Audit	\$	\$	\$ 0
4. Equipment Purchase/Lease	\$	\$	\$ 0
5. Other Direct Costs (from App. B-4, Budget Support Data)	\$	\$	\$ 0
6. Indirect Cost (Approved Rate) _____ %	\$	\$	\$ 0
Administrative Cost/Rate _____ %	\$	\$	\$ 0
TOTALS	\$ 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
WORKFORCE DEVELOPMENT DISCRETIONARY GRANT

APPENDIX B-3

Local Share Description

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

Contractor 0 _____

FFY _____

Budget Period _____ To _____

Contract # 0 _____

	VALUE	
	CASH	IN-KIND
Volunteer Services; List Programs and Numbers of Volunteers:		
<u>PROGRAMS</u> _____ <u># OF VOLUNTEERS</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	\$ -	\$ -

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

COMMUNITY SERVICES BLOCK GRANT
WORKFORCE DEVELOPMENT DISCRETIONARY GRANT

APPENDIX B-5
Budget Narrative

Contractor 0 _____ FFY _____

Budget Period _____ To _____ Contract # 0 _____

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.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE For CSBG Workforce Development Discretionary Grants

I. Financial and Program Reporting

1.00 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.
- (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 Final Financial Statements. Any discrepancies must be cited and explained in the Audit.

1.01 Program Reports

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.

- (a) Periodic Progress Reports (PPR): Each Contractor shall prepare and submit PPRs documenting progress toward achieving the indicators and/or outcomes as stated in the approved Work Plan. (See 2.01(a))
- (b) Not later than thirty (30) days following the end of the contract period, the Contractor shall submit a Final Program Progress Report detailing the activities conducted, indicators addressed, and outcomes achieved through the use of the grant award.

1.02 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

2.00 (a) Total Grant Award for CSBG Workforce Development Discretionary Grant: \$100,000

(b) Project Period this award: October 1, 2012 – September 30, 2013

(c) Total Project Cost shall consist of the Total Grant Award, as set forth in § 2.00(a) and a Local Share equivalent to at least twenty five percent (25%) of the Total Grant Award.

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 contract, payments will be in accordance with the following:

- i. FIRST PAYMENT - Upon full execution of this Agreement a payment will be issued in the amount of twenty-five percent (25%) of the funds granted by this award.
- ii. SECOND PAYMENT - Upon receipt and approval a Financial Report documenting at least twenty percent (20%) of the Total Grant Award, as set forth in Section 2.00 above; and receipt and DOS approval of a Program Progress Report (PPR #1) prepared by the Contractor documenting measurable progress toward achieving outcomes as stated in the attached Work Plan, a payment will be issued in an amount equal to twenty-five percent (25%) of the Total Grant Award, as set forth in Section 2.00.
- iii. THIRD PAYMENT - Upon receipt and approval of a Financial Report documenting expenditure of at least forty-five percent (45%) of the Total Grant Award, as set forth in Section 2.00 above; and receipt and DOS approval of a Program Progress Report (PPR #2) prepared by the Contractor documenting measurable progress toward achieving outcomes as stated in the attached Work Plan, a payment will be issued in an amount equal to twenty-five percent (25%) of the Total Grant Award, as set forth in Section 2.00.
- iv. FOURTH PAYMENT - Upon receipt and approval of a Financial Report documenting expenditure of at least seventy percent (70%) of the Total Grant Award, as set forth in Section 2.00 above, and seventy percent (70%) of the Local Share budgeted for this award; and receipt and DOS approval of a Program Progress Report (PPR #3) prepared by the Contractor documenting measurable progress toward achieving outcomes as stated in the attached Work Plan, a payment will be issued in an amount which when added to the previous payments will represent one hundred percent (100%) of the Total Grant Award, as set forth in Section 2.00.

(b) A final Program Progress Report (PPR #4), for the contract period, must be submitted no later than October 31, 2013 and will be the final program document from which outcomes will be reported to the national CSBG ROMA reporting system; ability to achieve and document outcomes may be used to determine future funding.

(c) The Final Financial Report must be submitted no later than October 31, 2013. The Final Financial Report and the 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 XVII 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 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 by the Department.
- (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 Final Financial Report, the Department shall review the Report 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.

3.06 Audit Resolution

- (a) The Department shall issue an Audit Review Report including a management decision for Audit findings 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. Review, Inspection and Monitoring

- 4.00 (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 may 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.
- 4.01 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.
- 4.02 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 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.
- 4.03 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.
- 4.04 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.
- 4.05 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, and periodic financial reports shall be submitted only to the Contract Administration Unit (CAU), Department of State, 99 Washington Avenue, Suite 1110, Albany, New York 12231. Should the Department notify the Contractor that its voucher contains any claim for payment that is incomplete or contains any claim for payment that is not in compliance with this Agreement, the Contractor shall take corrective action in a timely manner.
- (b) Contract Amendments, Budget Amendments, Program Progress Reports, and Annual Program Reports shall be submitted only to the assigned program analyst or as otherwise directed by the Department of State through written correspondence.

APPENDIX D
Sample Program Work Plan

Contract #:

Recipient Organization Name:

NARRATIVE:

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 of New York Department of State
Name: Tim Brogan
Title: Program Administrator
Address: One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001
Telephone Number: (518) 473-4301
Facsimile Number: (518) 486-4663
E-Mail Address: Timothy.Brogan@dos.ny.gov

Contractor Name:	
Name of Contact Person:	
Title:	
Address:	
Telephone Number:	
Facsimile Number:	
E-Mail Address:	

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 email, 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, and Other Responsibility Matters--Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary 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," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

APPENDIX F

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Title

Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

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

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 _____, <i>if known</i> : Congressional District, if known:	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, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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: **3800000/DOS01**
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
- No Cost Time Extension
- Amendment: _____
- Attached Appendices: _____

Revised total contract value: \$ _____

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)

By: _____

(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 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: _____

By: _____

Date: _____

Date: _____