# New York State Office for New Americans

**REQUEST FOR APPLICATIONS**
**RFA #15-ONA-09**

## Statewide Legal Technical Assistance Request to Support Immigrant Service Providers in New York State

**Part A: Upstate Legal Counsel**
**Part B: Downstate Legal Counsel**

**Important Dates:**

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| RFA Release Date: | July 21, 2015 |
| Questions Due: | August 5, 2015 |
| RFA Updates Posted: | August 19, 2015 |
| Application Due Date: | September 9, 2015 by 4:00 PM |

**CONTACT INFORMATION**

| General Program Information/Inquiry | Proposal Submission |
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| Office for New Americans<br>New York State Department of State<br>One Commerce Plaza<br>99 Washington Avenue, Suite 1020<br>Albany, NY 12231-0001<br><br>E-mail:<br>onadownstatelegalcounselrfa@dos.ny.gov or<br>onaupstatelegalcounselrfa@dos.ny.gov | Chet Fiske, Contract Administration Unit<br>New York State Department of State<br>Bureau of Fiscal Management<br>One Commerce Plaza<br>99 Washington Avenue, Suite 1110<br>Albany, NY 12231-0001 |

# I. INTRODUCTION

New Americans in New York State lack options for free or low cost legal services to assist them with immigration law questions. They therefore turn to service providers who may not be expert in immigration law. To address these issues, the New York State Office for New Americans (ONA) will expand the availability of pro bono immigration lawyers around the state.

This Request for Applications (RFA) complements a simultaneously released RFA that will support the funding of ONA Neighborhood-Based Opportunity Centers ("ONA Opportunity Centers") around New York State. The services sought under this RFA are divided into two parts: Part A for the upstate regions and Part B for the downstate regions.

**Part A- Upstate Legal Counsel**

Part A of this RFA seeks up to two organizations capable of retaining and supporting an immigration attorney, referred to as the Office for New Americans Legal Counsel ("ONA Legal Counsel"), who will provide legal technical assistance to ONA Opportunity Centers and other immigrant service providers in assigned regions of the State. The upstate regions will be located in Northern and Western New York. We expect the regions to approximate the regions on the attached map (Appendix A). We anticipate that each ONA Legal Counsel will have responsibility for serving between two to three ONA Opportunity Centers in addition to hosting a number of legal clinics within the assigned regions.

Using legal technical assistance funding described in this RFA, up to two successful agencies will employ an ONA Legal Counsel who will be dedicated to performing the required activities described in this RFA. Each agency hosting an ONA Legal Counsel will receive a grant of up to a maximum of $150,000 for the first year, with the possibility of renewal for two additional years. Each applicant for this funding must describe how it will attract and hire an ONA Legal Counsel, how it will support the ONA Legal Counsel, how it will expand the impact of the ONA Legal Counsel's work through partnerships, and how it will ensure implementation of the required activities described in this RFA.

**Part B- Downstate Legal Counsel**

Part B of this RFA seeks up to four organizations capable of retaining and supporting an immigration attorney, referred to as the Office for New Americans Legal Counsel ("ONA Legal Counsel"), who will provide legal technical assistance to ONA Opportunity Centers and other immigrant service providers in assigned regions of the State. The downstate regions will be located in New York City, Long Island, the Hudson Valley, and the Greater Capital Region. We expect the regions to approximate the regions on the attached map (Appendix A). We anticipate that each ONA Legal Counsel will be responsible for serving between four to six ONA Opportunity Centers.

Using legal technical assistance funding described in this RFA, up to four successful agencies will employ an ONA Legal Counsel who will be dedicated to performing the required activities described in this RFA. Each agency hosting an ONA Legal Counsel will receive a grant of up to a maximum of $150,000 for the first year, with the possibility of renewal for two additional years. Each applicant for this funding must describe how it will attract and hire an ONA Legal Counsel, how it will support the ONA Legal Counsel, how it will expand the impact of the ONA Legal Counsel's work through partnerships, and how it will ensure implementation of the required activities described in this RFA.

## II. FUNDING AND PROJECT PERIOD

The New York State Office for New Americans, through the Department of State (DOS), is making up to $900,000 available to fund this program based on approximately six awards of $150,000 for year one. Up to two awards of $150,000 each will be granted to organizations that hire and support ONA Legal Counsels in Part A (Upstate Legal Counsel) of the RFA, and up to four awards of up to a maximum of $150,000 each will be granted to organizations that hire and support ONA Legal Counsels in Part B (Downstate Legal Counsel) of the RFA. Each ONA Legal Counsel will be assigned to support ONA Opportunity Centers and other immigrant service providers in a designated region of the state.

If an agency wishes to serve more than one region, the agency must employ the same number of ONA Legal Counsels as regions served, and must clearly describe intentions and capabilities in its application. A separate application must be submitted for each region.

Contracts awarded under this RFA will not exceed $150,000 per award in year one and will have the option of two one-year renewals at the same funding level as year one. Funding in subsequent years is contingent upon funds being appropriated in the State budget and the organization's ability to meet the program requirements in year one of the contract as stipulated in this RFA.

## III. APPLICANT ELIGIBILITY

Not-for-Profit Organizations, Educational Institutions and Legal Service Providers located within New York State are eligible for funding under either or both parts of this RFA.

A. *Not-for-Profit Organization* shall mean any not-for-profit corporation exempt from taxation under section 501(c)(3) of the internal revenue code whose stated mission is to provide services to economically or socially disadvantaged persons, including but not limited to immigrants or New Americans.

B. *Educational Institution* shall mean an accredited institution of higher education located in New York State.

C. *Legal Service Provider* shall include organizations, incorporated and unincorporated, that provide legal services as: (1) legal aid organizations; (2) human and civil rights defense organizations; and/or (3) public interest law firms;

All applicants must have been in continuous operation as an eligible entity as described above for a minimum of three years and have not been debarred from contracting with the State or federal government in the past five years.

All applicants must be pre-qualified within the Grants Gateway by the close of the RFA.

To be selected as a host for an ONA Legal Counsel, applicants should demonstrate understanding of the needs of immigrants in New York State and knowledge of the services available to those immigrants through community-based organizations, state and local governments, law schools, bar associations,

and other service providers. Applicants also should have a history of developing effective collaborative relationships with community-based organizations, pro bono lawyers, law firms, law schools, and legal service providers, as well as the ability to serve the region that they propose to cover with the assistance of a newly hired or repurposed ONA Legal Counsel. Finally, applicants should be able to attract an outstanding immigration lawyer to serve as their ONA Legal Counsel. The ONA Legal Counsel should also be prepared to file G-28 forms and provide direct representation to a select group of clients.

## IV. APPLICATION PROCEDURES

The application package is available online at www.dos.ny.gov/funding.

### A. RFA QUESTIONS AND UPDATES

All questions regarding this competitive grant program must be submitted in writing, and received on or before the *Questions Due* date as stated on the cover of this RFA, and sent via email addressed to onadownstatelegalcounselrfa@dos.state.ny.gov or onaupstatelegalcounselrfa@dos.state.ny.gov, respectively. When corresponding by e-mail, clearly indicate the subject line as either: (1) "*ONA Legal Technical Assistance RFA – Upstate"* or *"ONA Legal Technical Assistance RFA – Downstate"*. No responses will be provided to inquiries made by telephone.

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

### B. APPLICATION SUBMISSION

One complete original application, plus five exact copies of each application must be submitted (for a One complete original application, plus five exact copies of each application must be submitted (for a total of 6). All submissions must contain the complete application, including attachments. All applications must be delivered to:

Mr. Chet Fiske, Contract Administration Unit
New York State Department of State
Bureau of Fiscal Management
RFA #15-ONA-09
1 Commerce Plaza, 99 Washington Avenue, Suite 1110
Albany, NY 12231-0001

Electronic or fax copies will not be accepted. All applications must be complete to be considered for review and must be received by September ~~1~~9, 2015 at 4 pm. Late applications will not be considered.

## V. PART A- Upstate Legal Counsel GENERAL PROGRAM SERVICES

Funding provided under Part A of this RFA will support two host organizations in recruiting, hiring or repurposing, and supporting an immigration lawyer to serve as ONA Legal Counsel. Each ONA Legal Counsel should meet the following minimum qualifications: (1) Be a member in good standing of the

bar of the highest court of any State, and (2) have three or more years of experience as an attorney, including at least two years of immigration law experience. ONA Legal Counsels with the ability to communicate in a language other than English are preferred.

ONA Legal Counsels are expected to provide support to each Opportunity Center in their assigned Region. The anticipated number of Opportunity Centers is as follows:

- Region 5 (Central NY, North Country, Mohawk Valley): 3 Opportunity Centers
- Region 6 (Western NY, Southern Tier, Finger Lakes): 2 Opportunity Centers

Please refer to the attached map in Appendix A.

In addition to work with Opportunity Centers, ONA Legal Counsels will be required to host legal clinics within the service area lacking Opportunity Centers and in need of immigration services. Providers serving Region 5 shall administer, support, and hold a minimum of 12 clinics annually at community-based organizations. Providers serving Region 6 shall administer, support, and hold a minimum of 24 clinics annually at community-based organizations. It shall be the responsibility of the applicant to identify community partners throughout the service area.

The organization will have to ensure that all legal services are language accessible to all clients and be able to provide basic administrative and outreach support to Legal Counsels.

The funding will support the work of the ONA Legal Counsels, which will be dedicated entirely to the Required Activities listed in Section VI below, and include:

A. Ensure that all ONA Opportunity Centers and immigrant service providers in the assigned region know that the ONA Legal Counsel is available to answer questions related to immigration law;

B. Timely respond to immigration law questions from ONA Opportunity Centers and other immigrant service providers in the assigned region;

C. Become familiar with the CitizenshipWorks software program and work with staff from ONA Opportunity Centers and Pro Bono Net to understand the citizenship application process using CitizenshipWorks;

D. Attend Citizenship Drives at ONA Opportunity Centers and legal clinics, where the ONA Legal Counsel will answer legal questions related to naturalization and deferred action, and either personally review and approve, or coordinate with pro bono attorneys or BIA accredited representatives and attorneys on staff at the ONA Opportunity Center to ensure that an attorney or BIA accredited representative reviews and approves all citizenship and deferred action applications before submission to the United States Citizenship and Immigration Services (USCIS);

E. Either personally review and approve, or coordinate with BIA accredited representatives and attorneys on staff at the ONA Opportunity Centers to ensure that an attorney or BIA accredited representative reviews and approves all citizenship and deferred action applications completed at ONA Opportunity Centers on a rolling basis before submission to USCIS;

F. Provide direct legal representation in selected citizenship and deferred action cases to immigrants with complex legal needs that require representation by an attorney;

G. Meet with and advise New Americans with immigration law questions at ONA Opportunity Centers and at legal clinics in assigned region during designated immigration law consultation days and clinic events;

H. Develop relationships with pro bono legal organizations, bar associations, volunteer lawyer associations, independent volunteer lawyers, law firms, law school clinics, law school pro bono programs, and volunteer law students, who can assist in providing the services listed above.

I. Provide community information sessions in conjunction with Opportunity Centers and at community based organization throughout the assigned region on topics related to immigration, including deferred action;

J. Provide and/or procure language translation/interpretation services during immigration consultation days and Citizenship Drives for non-native English speaking New American clients:

K. Conduct extensive outreach thought the service area in order to promote legal services and to identify community partners and volunteers;

L. Administer, organization, and host legal clinics within the service area with high concentration of New Americans that are not located close to an Opportunity Center.

## VI. PART A – UPSTATE LEGAL COUNSEL REQUIRED ACTIVITIES

This section discusses the required activities and contractual documentation requirements for successful applicants under Part A of this RFA. All services should be provided by the ONA Legal Counsel with the support of the host organization. Each ONA Legal Counsel is expected to dedicate their work exclusively to the Required Activities defined in this part.

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| Recruit and hire or repurpose an immigration lawyer to serve as ONA Legal Counsel | Each host organization must hire or repurpose an ONA Legal Counsel who meets the following minimum qualifications: (1) Be a member in good | (1) Copy of job posting or other material advertising the ONA Legal Counsel position<br><br>(2) Resume of the selected ONA Legal | Each host organization will recruit and retain or repurpose one ONA Legal Counsel |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| | standing of the bar of the highest court of any State, and (2) have three or more years of experience as an attorney, including at least two years of immigration law experience. | Counsel, which must demonstrate compliance with minimum qualifications | |
| Recruit and hire or repurpose a staff member to provide administrative support to ONA Legal Counsel | Each host organization must hire or repurpose a staff member to provide administrative support to ONA Legal Counsel including outreach assistance, coordinating with Opportunity Centers and other community based partners, and maintaining compliance records | (1) Log listing the duties and time spent by administrative staff under this grant | Each host organization will recruit and retain or repurpose a part-time or full-time staff member to provide administrative support |
| Timely respond to immigration law questions from ONA Opportunity Centers and other immigrant service providers in assigned region | When an ONA Opportunity Center or other immigrant service provider from the ONA Legal Counsel's region contacts the ONA Legal Counsel with an immigration law question, the ONA Legal Counsel should respond within three business days (with exceptions during the ONA Legal Counsel's authorized time off).<br><br>If an ONA Legal Counsel receives an immigration law | (1) Log showing the number of immigration law questions received and responded to per week | This service should be provided on an ongoing basis. |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| | question from a service provider outside of their assigned region, he/she should direct the provider to the ONA Legal Counsel assigned to that provider's region. | | |
| Attend Citizenship Drives at ONA Opportunity Centers where the ONA Legal Counsel will answer legal questions related to naturalization, and review and approve and/or coordinate review and approval of all citizenship and deferred applications before submission to USCIS. The ONA Legal Counsel should also familiarize him/herself with the Citizenship Works software program. | Each ONA Opportunity Center will hold at least two (2) Citizenship Drives per year. Many of these drives will be held on weekends. The ONA Legal Counsel should substantially attend all of the drives hosted by the ONA Opportunity Centers in his/her assigned region. At each Citizenship Drive, the ONA Legal Counsel should answer questions from ONA Opportunity Center staff and volunteers related to immigration law generally and naturalization and deferred action specifically. During and after each drive, the ONA Legal Counsel should conduct or coordinate the legal review of each citizenship and deferred action application completed at the drive by an attorney or BIA accredited representation. The | (1) List of times, dates, and locations of Citizenship Drives attended by the ONA Legal Counsel<br><br>(2) Log showing the number of citizenship and deferred action applications reviewed by the ONA Legal Counsel at/after each Citizenship Drive<br><br>(3) Log showing the number of citizenship and deferred applications submitted to USCIS at/after each Citizenship Drive | Each ONA Legal Counsel will be expected to attend all Citizenship Drives at ONA Opportunity Centers in their assigned region (Note: Each ONA Legal Counsel will be expected to attend **all** Citizenship Drives at ONA Opportunity Centers in their assigned region (Note: Region 5 is required to hold a minimum of 6 Citizenship Drives annually in the region and Region 6 is required to hold a minimum of 4 Citizenship Drives annually)<br><br>The number of participants in each Citizenship Drive will depend on the ONA Opportunity Center. |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| | ONA Legal Counsel and other legal reviewers should follow-up with clients as needed. After ensuring appropriate legal review, the ONA Legal Counsel should submit citizenship and deferred applications to USCIS.<br><br>When reviewing citizenship applications, the ONA Legal Counsel should pay particular attention to any issues flagged through the Citizenship Works software program. | | |
| Review and approve and/or coordinate legal review and approval of all citizenship or deferred action applications completed at ONA Opportunity Centers on a rolling basis before submission to USCIS | The ONA Legal Counsel should either review each citizenship or deferred action application for legal issues or coordinate with BIA accredited representatives or attorneys on staff at ONA Opportunity centers to review citizenship applications for legal issues. The ONA Legal Counsel and other legal reviewers should follow-up with clients as needed. After ensuring appropriate legal review, the ONA Legal Counsel should submit citizenship | (1) Log showing the number of citizenship and deferred applications reviewed by the ONA Legal Counsel that were completed on a rolling basis<br><br>(2) Log showing the number of citizenship and deferred action applications submitted by the ONA Legal Counsel to USCIS that were completed on a rolling basis | The number of applications will depend on the ONA Opportunity Center. |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| | applications to USCIS. | | |
| Provide immigration law consultations to New Americans with immigration law questions at ONA Opportunity Centers in assigned region<br><br>Document the immigration law questions asked during immigration law consultations | The ONA Legal Counsel will provide advice to scheduled and walk-in clients with immigration law questions on a consultation basis.<br><br>The ONA Legal Counsel should work with each ONA Opportunity Center in their region to schedule a mutually convenient legal consultation day each month, and the ONA Opportunity Center staff will schedule legal consultation appointments for the ONA Legal Counsel throughout the day.<br><br>During each legal consultation day, ONA Opportunity Centers will schedule multiple appointments and ONA Legal Counsels will meet with multiple individuals with immigration law questions.<br><br>Before providing legal advice during a legal consultation day, the ONA Legal Counsel will ensure that each client understands and signs a form indicating | (1) List of times, dates, and locations of each immigration law consultation day provided by the ONA Legal Counsel<br><br>(2) Copies of the signed, dated forms completed by each client that consulted the ONA Legal Counsel<br><br>(3) Copies of the forms completed after each consultation appointment by the ONA Legal Counsel | ONA expects each ONA Legal Counsel will participate in between 20 and 30 legal consultation days throughout the year at the ONA Opportunity Center (ONA Opportunity Centers in Region 5 is required to hold a minimum of 30 consultations days annually and Opportunity Centers in Region 6 is required to hold a minimum of 20 consultation days annually)<br><br>Forms and records should be compiled and submitted to ONA on a quarterly basis. |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| | that he/she is not retaining the ONA Legal Counsel, and understands the nature of the consultation service provided.<br><br>The ONA legal Counsel will comply with all ethical and confidentiality rules. The ONA Legal Counsel will complete a form after meeting with each client during an immigration law consultation describing the type of question asked. | | |
| Ensure that all ONA Opportunity Centers and immigrant service providers in assigned region know that the ONA Legal Counsel is available to answer questions related to immigration law | The ONA Legal Counsel should inform all immigrant service providers in his/her assigned region that the ONA Legal Counsel is available to field questions about immigration law, and provide the ONA Legal Counsel's contact information. The ONA Legal Counsel should also provide a complete description of the legal technical assistance he/she will provide in the region. | (1) Log listing the name and contact information of all organizations provided with this information<br><br>(2) Copy of the correspondence providing the ONA Legal Counsel's contact information and describing the legal technical assistance he/she will provide in the region | Outreach should commence upon hiring or repurposing of the ONA Legal Counsel.<br><br>Quarterly email blasts should remind immigrant service providers of the availability of this service. |
| Develop relationships with pro bono legal organizations, volunteer lawyer | Each ONA Legal Counsel should reach out to law school and legal services organizations in | (1) Copy of MOUs executed with partner organizations | ONA expects each ONA Legal Counsel to develop a productive relationship with at least one organization in |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| associations, bar associations, independent volunteer lawyers, law firms, law school clinics, law school pro bono programs, and volunteer law students, who can assist in providing legal services to New Americans in assigned region | assigned region to develop relationships that will expand access to quality immigration law advice for clients in their region.<br><br>The ONA Legal Counsels should work together and with ONA to develop relationships with national and statewide organizations that could expand access to quality immigration law advice for clients statewide. | (2) Log showing names and affiliations of volunteer attorneys and volunteer law students that assisted at each Citizenship Drive<br><br>(3) Log showing names and affiliations of volunteer attorneys and volunteer law students that assisted at each immigration law consultation day | his/her region.<br><br>ONA expects the ONA Legal Counsels to collaboratively develop at least one relationship with a national or statewide organization. |
| Provide direct representation to immigrants in selected cases related to immigration related proceedings, including but not limited to naturalization and deferred action | Certain New Americans interested in applying for citizenship or deferred action at ONA Opportunity Centers may have complex legal needs that require representation by an attorney. The ONA Legal Counsel may provide direct representation to these New Americans in select cases. | (1) Copies of the retainer agreements signed by the New American and the ONA Legal Counsel in each case in which the ONA Legal Counsel selects to provide direct representation | The ONA Legal Counsel is not required to provide direct legal representation in every case, but will be required in at least two annually at their discretion.<br><br>The ONA Legal Counsel should submit copies of retainer agreements to ONA on a quarterly basis. |
| Provide community information sessions in conjunction with Opportunity Centers | Each Legal Counsel should hold at least 4 community information sessions per | (1) Log of sessions held including topic and location. | ONA Legal Counsels should hold 4 sessions per Opportunity Center annually<br><br>ONA Legal Counsels should |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| with on topics related to immigration, including deferred action | Opportunity Center within the service area annually. | (2) Sign-in sheet with list of clients attending the session | submit the log and sign-in sheet on a quarterly basis |
| Ensure that all clients receive legal assistance in their language of choice | Each organization will be required to provide and/or procure language translation/interpretation services during immigration consultation days and Citizenship Drives for non-native English speaking New American clients.<br><br>Each Legal Counsel should have the ability or access to a confidential, language access service for consultation days and Citizenship Drives | (1) Log of clients assisted in different languages | ONA Legal Counsels should submit the log of referrals on a quarterly basis |
| Administer, organize and hold legal clinics throughout the service area. | Arrange place-based legal services clinics to process N-400 forms and deferred action applications, and provide other needed immigration-related services in locations throughout the service area designed to reach dislocated New American populations throughout the designated region. It is expected that the Legal Counsel will use community partnerships with local/neighborhood | (1) Dates of clinics held<br><br>(2) Outreach materials<br><br>(3) Log of clients assisted per clinic | ONA Legal organize/administer/host at least:<br><br>(1) 12 clinics in Region 5; and<br><br>(2) 24 clinics in Region 6 |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| | organizations to arrange for various locations, with consideration to the special accommodations necessary to reach the New American populations throughout the service area. | | |

## VII. PART B- DOWNSTATE LEGAL COUNSEL GENERAL PROGRAM SERVICES

Funding provided under Part B of this RFA will support four host organizations in recruiting, hiring or repurposing, and supporting an immigration lawyer to serve as ONA Legal Counsel. Each ONA Legal Counsel should meet the following minimum qualifications: (1) Be a member in good standing of the bar of the highest court of any State, and (2) have three or more years of experience as an attorney, including at least two years of immigration law experience. In addition, the organization will have to ensure that all legal services are language accessible to all clients and be able to provide basic administrative support to Legal Counsels. ONA Legal Counsels with the ability to communicate in a language other than English are preferred. The funding will support the work of the ONA Legal Counsels, which will be dedicated entirely to the Required Activities listed in Section VIII below, and include:

A. Ensure that all ONA Opportunity Centers and immigrant service providers in the assigned region know that the ONA Legal Counsel is available to answer questions related to immigration law;

B. Timely respond to immigration law questions from ONA Opportunity Centers and other immigrant service providers in the assigned region;

C. Become familiar with the CitizenshipWorks software program and work with staff from ONA Opportunity Centers and Pro Bono Net to understand the citizenship application process using CitizenshipWorks;

D. Attend Citizenship Drives at ONA Opportunity Centers, where the ONA Legal Counsel will answer legal questions related to naturalization, and either personally review and approve, or coordinate with pro bono attorneys or BIA accredited representatives and attorneys on staff at the ONA Opportunity Center to ensure that an attorney or BIA accredited representative reviews and approves all citizenship and deferred applications before submission to the United States Citizenship and Immigration Services (USCIS);

E. Either personally review and approve, or coordinate with BIA accredited representatives and attorneys on staff at the ONA Opportunity Centers to ensure that an attorney or BIA accredited representative reviews and approves all citizenship and deferred action

applications completed at ONA Opportunity Centers on a rolling basis before submission to USCIS;

F. Provide direct legal representation in selected citizenship and deferred action cases to immigrants with complex legal needs that require representation by an attorney;

G. Meet with and advise New Americans with immigration law questions at ONA Opportunity Centers in assigned region during designated immigration law consultation days;

H. Develop relationships with pro bono legal organizations, bar associations, volunteer lawyer associations, independent volunteer lawyers, law firms, law school clinics, law school pro bono programs, and volunteer law students, who can assist in providing the services listed above;

I. Provide community information sessions in conjunction with Opportunity Centers with on topics related to immigration, including deferred action;

J. Provide and/or procure language translation/interpretation services during immigration consultation days and Citizenship Drives for non-native English speaking New American clients.

## VIII. PART B –DOWNSTATE LEGAL COUNSEL REQUIRED ACTIVITIES

This section discusses the required activities and contractual documentation requirements for successful applicants under Part B of this RFA. The ONA Legal Counsel with the support of the host organization should provide all services. Each ONA Legal Counsel is expected to dedicate their work exclusively to the Required Activities defined in this part.

ONA Legal Counsels are expected to provide support to each Opportunity Center in their assigned Region. The anticipated number of Opportunity Centers is as follows:

A. Region 1 (Long Island): 4 Opportunity Centers
B. Region 2 (Brooklyn and Queens): 7 Opportunity Centers
C. Region 3 (Bronx, Staten Island and Manhattan): 6 Opportunity Centers
D. Region 4 (Westchester, Hudson Valley, Greater Capital Region): 6 Opportunity Centers

Please refer to the attached map in Appendix A.

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| Recruit and hire or repurpose an immigration lawyer to serve as ONA Legal Counsel | Each host organization must hire or repurpose an ONA Legal Counsel who meets the following minimum qualifications:<br>(1) Be a member in good standing of the bar of the highest court of any State, and<br>(2) Have three or more years of experience as an attorney, including at least two years of immigration law experience. | (1) Copy of job posting or other material advertising the ONA Legal Counsel position<br>(2) Resume of the selected ONA Legal Counsel, which must demonstrate compliance with minimum qualifications | Each host organization will recruit and retain or repurpose one ONA Legal Counsel |
| Recruit and hire or repurpose a staff member to provide administrative support to ONA Legal Counsel | Each host organization must hire or repurpose a staff member to provide administrative support to ONA Legal Counsel including outreach assistance, coordinating with Opportunity Centers and other community based partners, and maintaining compliance records. | (1) Log listing the duties and time spent by administrative staff under this grant | Each host organization will recruit and retain or repurpose a part-time or full-time staff member to provide administrative support |
| Timely respond to immigration law questions from ONA Opportunity Centers and other immigrant service providers in assigned region | When an ONA Opportunity Center or other immigrant service provider from the ONA Legal Counsel's region contacts the ONA Legal Counsel with an immigration law question, the ONA Legal Counsel should respond within three business days (with exceptions during the ONA Legal Counsel's authorized time off).<br>If an ONA Legal Counsel receives an immigration law question from a service provider outside of their assigned region, he/she | (1) Log showing the number of immigration law questions received and responded to per week | This service should be provided on an ongoing basis. |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| | should direct the provider to the ONA Legal Counsel assigned to that provider's region. | | |
| Attend Citizenship Drives at ONA Opportunity Centers where the ONA Legal Counsel will answer legal questions related to naturalization and deferred action, and review and approve and/or coordinate review and approval of all citizenship and deferred action applications before submission to USCIS. The ONA Legal Counsel should also familiarize him/herself with the Citizenship Works software program. | Each ONA Opportunity Center will hold at least two (2) Citizenship Drives per year. Many of these drives will be held on weekends. The ONA Legal Counsel should substantially attend all of the drives hosted by the ONA Opportunity Centers in his/her assigned region. At each citizenship drive, the ONA Legal Counsel should answer questions from ONA Opportunity Center staff and volunteers related to immigration law generally and naturalization and deferred action specifically. During and after each drive, the ONA Legal Counsel should conduct or coordinate the legal review of each citizenship and deferred action application completed at the drive by an attorney or BIA accredited representation. The ONA Legal Counsel and other legal reviewers should follow-up with clients as needed. After ensuring appropriate legal review, the ONA Legal Counsel should submit citizenship and deferred applications to USCIS.<br>When reviewing citizenship applications, the ONA Legal Counsel should pay particular attention to any issues flagged through the | (1) List of times, dates, and locations of citizenship drives attended by the ONA Legal Counsel<br><br>(2) Log showing the number of citizenship and deferred action applications reviewed by the ONA Legal Counsel at/after each Citizenship Drive<br><br>(3) Log showing the number of citizenship and deferred applications submitted to USCIS at/after each Citizenship Drive | Each ONA Legal Counsel will be expected to attend **all** Citizenship Drives at ONA Opportunity Centers in their assigned region (Note: Region 1 is required to hold a minimum of 8 Citizenship Drives annually. Region 2 is each required to hold a minimum of 14 Citizenship Drives annually. Region 3 and Region 4 are each required to hold a minimum of 12 Citizenship Drives annually)<br><br>The number of participants in each citizenship drive will depend on the ONA Opportunity Center. |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
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| | Citizenship Works software program. | | |
| Review and approve and/or coordinate legal review and approval of all citizenship or deferred action applications completed at ONA Opportunity Centers on a rolling basis before submission to USCIS | The ONA Legal Counsel should either review each citizenship or deferred action application for legal issues or coordinate with BIA accredited representatives or attorneys on staff at ONA Opportunity centers to review citizenship applications for legal issues. The ONA Legal Counsel and other legal reviewers should follow-up with clients as needed. After ensuring appropriate legal review, the ONA Legal Counsel should submit citizenship applications to USCIS. | (1) Log showing the number of citizenship and deferred applications reviewed by the ONA Legal Counsel that were completed on a rolling basis<br><br>(2) Log showing the number of citizenship and deferred action applications submitted by the ONA Legal Counsel to USCIS that were completed on a rolling basis | The number of applications will depend on the ONA Opportunity Center. |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
|---|---|---|---|
| Provide immigration law consultations to New Americans with immigration law questions at ONA Opportunity Centers in assigned region<br><br>Document the immigration law questions asked during immigration law consultations | The ONA Legal Counsel will provide advice to scheduled and walk-in clients with immigration law questions on a consultation basis.<br><br>The ONA Legal Counsel should work with each ONA Opportunity Center in their region to schedule a mutually convenient legal consultation day each month, and the ONA Opportunity Center staff will schedule legal consultation appointments for the ONA Legal Counsel throughout the day.<br>During each legal consultation day, ONA Opportunity Centers will schedule multiple appointments and ONA Legal Counsels will meet with multiple individuals with immigration law questions.<br>Before providing legal advice during a legal consultation day, the ONA Legal Counsel will ensure that each client understands and signs a form indicating that he/she is not retaining the ONA Legal Counsel, and understands the nature of the consultation service provided.<br>The ONA legal Counsel will comply with all ethical and confidentiality rules. The ONA Legal Counsel will complete a form after meeting with each client during an immigration law consultation describing the type of question asked. | (1) List of times, dates, and locations of each immigration law consultation day provided by the ONA Legal Counsel<br><br>(2) Copies of the signed, dated forms completed by each client that consulted the ONA Legal Counsel<br><br>(3) Copies of the forms completed after each consultation appointment by the ONA Legal Counsel | ONA expects each ONA Legal Counsel will participate in between 50 and 60 legal consultation days throughout the year at the ONA Opportunity Center (Region 1 is required to hold a minimum of 40 consultations days annually. Region 2 is required to hold a minimum of 70 consultations days annually. Region 3 and Region 4 are required to hold a minimum of 60 consultation days annually in each region)<br><br>Forms and records should be compiled and submitted to ONA on a quarterly basis. |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
|---|---|---|---|
| Ensure that all ONA Opportunity Centers and immigrant service providers in assigned region know that the ONA Legal Counsel is available to answer questions related to immigration law | The ONA Legal Counsel should inform all immigrant service providers in his/her assigned region that the ONA Legal Counsel is available to field questions about immigration law, and provide the ONA Legal Counsel's contact information. The ONA Legal Counsel should also provide a complete description of the legal technical assistance he/she will provide in the region. | (1) Log listing the name and contact information of all organizations provided with this information<br><br>(2) Copy of the correspondence providing the ONA Legal Counsel's contact information and describing the legal technical assistance he/she will provide in the region | Outreach should be done upon hiring or repurposing of the ONA Legal Counsel.<br><br>Quarterly email blasts should remind immigrant service providers of the availability of this service. |
| Develop relationships with pro bono legal organizations, volunteer lawyer associations, bar associations, independent volunteer lawyers, law firms, law school clinics, law school pro bono programs, and volunteer law students, who can assist in providing legal services to New Americans in assigned region | Each ONA Legal Counsel should reach out to law school and legal services organizations in assigned region to develop relationships that will expand access to quality immigration law advice for clients in their region.<br><br>The ONA Legal Counsels should work together and with ONA to develop relationships with national and statewide organizations that could expand access to quality immigration law advice for clients statewide. | (1) Copy of MOUs executed with partner organizations<br><br>(2) Log showing names and affiliations of volunteer attorneys and volunteer law students that assisted at each Citizenship Drive<br><br>(3) Log showing names and affiliations of volunteer attorneys and volunteer law students that assisted at each immigration law consultation day | ONA expects each ONA Legal Counsel to develop a productive relationship with at least one organization in his/her region.<br><br>ONA expects the ONA Legal Counsels to collaboratively develop at least one relationship with a national or statewide organization. |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
|---|---|---|---|
| Develop relationships with community based organizations throughout the service area | Each ONA Legal Counsel should reach out to community based organizations in the assigned region to develop relationships that will expand access to quality immigration law advice for clients in their region. | (1) Log showing names and affiliations of community based organizations contacted, including the nature of the partnership | ONA expects each ONA Legal Counsel to develop a productive relationship with at least five organizations in his/her region. |
| Provide direct representation to immigrants in selected cases related to immigration related proceedings, including but not limited to naturalization and deferred action | Certain New Americans interested in applying for citizenship or deferred action at ONA Opportunity Centers may have complex legal needs that require representation by an attorney. The ONA Legal Counsel may provide direct representation to these New Americans in select cases. | (1) Copies of the retainer agreements signed by the New American and the ONA Legal Counsel in each case in which the ONA Legal Counsel selects to provide direct representation | The ONA Legal Counsel is not required to provide direct legal representation in every case, but will be required in at least two annually at their discretion.<br><br>The ONA Legal Counsel should submit copies of retainer agreements to ONA on a quarterly basis. |
| Provide community information sessions in conjunction with Opportunity Centers with on topics related to immigration, including deferred action | Each Legal Counsel should hold at least 4 community information sessions per Opportunity Center within the service area annually. | (1) Log of sessions held including topic and location.<br><br>(2) Sign-in sheet with list of clients attending the session | ONA Legal Counsels should hold 4 sessions per Opportunity Center annually<br><br>ONA Legal Counsels should submit the log and sign-in sheet on a quarterly basis |

| REQUIRED ACTIVITIES | SERVICE DESCRIPTION | DOCUMENTATION REQUIREMENTS | EXPECTED QUANTITIES |
|---|---|---|---|
| Ensure that all clients receive legal assistance in their language of choice | Each organization will be required to provide and/or procure language translation/interpretation services during immigration consultation days and Citizenship Drives for non-native English speaking New American clients.<br><br>Each Legal Counsel should have the ability or access to a confidential, language access service for consultation days and Citizenship Drives. | (1) Log of clients assisted in different languages | ONA Legal Counsels should submit the log of referrals on a quarterly basis |

## IX. COMPLETING THE APPLICATION

The narrative portions of the application should be typed, double-spaced, using Times New Roman font size 12, and margins no narrower than .75/right-left, and .5/top-bottom.

All Applicants must submit the regional identification sheet found in Appendix B indicating the region for which they are applying. This should be submitted with the application as **Attachment 1: Regional Identification.**

**Application Format**

A. **Part A – Upstate Legal Counsel Application**

The following components must be included in the **Part A – Upstate Legal Counsel Application** in order for the submission to be complete:

1. **Project Summary:**
   a. Describe the proposed services and activities.

   b. Describe region and immigration populations within the service applicant proposes to serve.

   c. Describe expected results and outcomes.

2. **Organizational experience / capacity to host ONA Legal Counsel:**
   a. Demonstrate understanding of the needs of immigrants in New York State and knowledge of the services available to those immigrants through community based organizations, state and local governments, and other service providers.

   b. Demonstrate ability to serve the region that it proposes to cover with the assistance of a newly hired or repurposed ONA Legal Counsel.

   c. Demonstrate the capacity to work with non-English speaking clients, including experience using interpreters and professional translation services.

   d. Demonstrate past experience providing direct representation to clients on immigration issues.

   e. Demonstrate past outreach experience and capacity to develop linkages and connections throughout a wide/diverse service area.

3. **Program Proposal:**
   a. *Plan for recruiting or repurposing immigration law attorney to serve as ONA Legal Counsel*
      i. Describe unique organizational ability to recruit and hire a high-quality ONA Legal Counsel who meets the following minimum qualifications: (1) Be a member in good standing of the bar of the highest court of any State, and (2) have three or more years of experience as an attorney, including at least two years of immigration law experience.

      ii. Describe unique organizational ability to recruit and hire a high-quality ONA Legal Counsel with the ability to communicate in a language other than English and demonstrate how this will meet the needs of the New Americans in the proposed service area.

      iii. For Applicants that anticipate employing a new immigration law attorney as ONA Legal Counsel, describe plans to recruit that attorney, including a sample of the job description **or** for Applicants that anticipate repurposing an immigration law attorney already employed at the organization, demonstrate that that attorney meets the basic requirements of an ONA Legal Counsel.

   b. *Plan for recruiting or repurposing staff to provide administrative support*
      i. Described proposed activities to be conducted by administrative support staff including a proposal for total time spent engaged in grant activities.

   c. *Implementation and integration plan*
      i. Describe strategy for performing the Required Activities described in this RFA.

      ii. Describe how the ONA Legal Counsel will gain the confidence of the ONA Opportunity Centers and work effectively in partnership with them.

iii. Describe how the organization will conduct outreach to successfully administer the legal clinics throughout the region, including how organization will identify partners with whom to host the event and populations to serve.

iv. Describe outreach strategy to mobilize participation and achieve high levels of attendance of New Americans at legal clinics throughout the service area.

v. Describe plans for meeting the language needs of clients served.

d. *Partnerships and resources that will fortify implementation of the Required Activities described in this RFA*

i. Describe pre-existing organizational relationships with pro bono law organizations, volunteer lawyer associations, bar associations, independent volunteer lawyers, law firms, law school clinics, law school pro bono programs, and volunteer law students, who can assist in providing immigration law services to New Americans in the region that it proposes to cover through its ONA Legal Counsel.

ii. Describe pre-existing partnerships with organizations with whom the applicant proposes to jointly host legal clinics including the nature of the partnership, examples of past collaborations, and length of the relationship

e. *Strategy for measuring success*

i. Describe the proposed process for collecting and accurately reporting data.

ii. Provide a comprehensive and thorough evaluation plan and methodology. Proposed evaluation plan is comprehensive and includes mechanism for making adjustments and quality improvements as needed.

4. **Budget Summary:**

Using Template Found in Appendix C, submit a budget for the first year of funding as Attachment 2: "Budget Summary" with the following:

a. Provide a detailed and realistic budget for the first year containing allowable, reasonable, and necessary costs.

b. Include a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities.

c. Clearly justified in the budget all costs supported in the budget and be directly related to RFA mission.

d. The following funding restrictions/guidelines should be noted: (1) Funds awarded under this RFA may not be used to supplant other funds; (2) Ineligible costs are those not adequately justified or that do not directly support the project; and (3) Ineligible costs will be stricken from proposed budgets.

5. **M/WBE Compliance**
   Applicant should submit all required forms indicating how the organization or consortium of organizations will comply with M/WBE requirements (for M/WBE requirements see Section XVIII "REQUIREMENTS RELATED TO MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES"

6. **Second-Level Review Submissions**
   Submit evidence of recognition as a legal resource within immigrant communities (such as copies of publically-recognized awards for excellence and copies of positive accounts in the ethnic news and media). This should be submitted as Attachment 3 "Recognition."

B. **Part B – Downstate Legal Counsel Application**

The following components must be included in the **Part B – Downstate Legal Counsel Application** in order for the submission to be complete:

1. **Project Summary:**
   a. Describe the proposed services and activities.

   b. Describe of region and immigration populations within the service applicant proposes to serve.

   c. Describe expected results and outcomes.

2. **Organizational experience / capacity to host ONA Legal Counsel:**
   a. Demonstrate understanding of the needs of immigrants in New York State and knowledge of the services available to those immigrants through community based organizations, state and local governments, and other service providers.

   b. Demonstrate ability to serve the region that it proposes to cover with the assistance of a newly hired or repurposed ONA Legal Counsel.

   c. Demonstrate the capacity to work with non-English speaking clients, including experience using interpreters and professional translation services.

   d. Demonstrate past experience providing direct representation to clients on immigration issues.

3. **Program Proposal:**
   a. *Plan for recruiting or repurposing immigration law attorney to serve as ONA Legal Counsel*
      i. Describe unique organizational ability to recruit and hire a high-quality ONA Legal Counsel who meets the following minimum qualifications: (1) Be a member in good standing of the bar of the highest court of any State, and (2) have three or more years of experience as an attorney, including at least two years of immigration law experience.

ii. Describe unique organizational ability to recruit and hire a high-quality ONA Legal Counsel with the ability to communicate in a language other than English and demonstrate how this will meet the needs of the New Americans in the proposed service area.

iii. For Applicants that anticipate employing a new immigration law attorney as ONA Legal Counsel, describe plans to recruit that attorney, including a sample of the job description **or** for Applicants that anticipate repurposing an immigration law attorney already employed at the organization, demonstrate that that attorney meets the basic requirements of an ONA Legal Counsel.

b. *Plan for recruiting or repurposing staff to provide administrative support*

i. Described proposed activities to be conducted by administrative support staff including a proposal for total time spent engaged in grant activities.

c. *Implementation and integration plan*

i. Describe strategy for performing the Required Activities described in this RFA.

ii. Describe how the ONA Legal Counsel will gain the confidence of the ONA Opportunity Centers and work effectively in partnership with them.

iii. Describe plan for integrating the ONA Legal Counsel's activities into the organization's other activities.

iv. Describe plans for meeting the language needs of clients served during Citizenship Drives and Consultation Days

d. *Partnerships and resources that will fortify implementation of the Required Activities described in this RFA*

i. Describe pre-existing organizational relationships with pro bono law organizations, volunteer lawyer associations, bar associations, independent volunteer lawyers, law firms, law school clinics, law school pro bono programs, and volunteer law students, who can assist in providing immigration law services to New Americans in the region that it proposes to cover through its ONA Legal Counsel.

ii. Describe pre-existing organizational relationships with other community based organizations with whom they can partner to assist in providing required actives under this grant.

e. *Strategy for measuring success*

i. Describe the proposed process for collecting and accurately reporting data.

ii. Provide a comprehensive and thorough evaluation plan and methodology. Proposed evaluation plan is comprehensive and includes mechanism for making adjustments and quality improvements as needed.

4. **Budget Summary:**

Using Template Found in Appendix C, Applicant submitted a budget for the first year of funding as Attachment 2: "Budget Summary" with the following:

a. Provide a detailed and realistic budget for the first year containing allowable, reasonable, and necessary costs.

b. Include a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities.

c. Clearly justified in the budget all costs supported in the budget and be directly related to RFA mission.

d. The following funding restrictions/guidelines should be noted: (1) Funds awarded under this RFA may not be used to supplant other funds; (2) Ineligible costs are those not adequately justified or that do not directly support the project; and (3) Ineligible costs will be stricken from proposed budgets.

5. **M/WBE Compliance**

Submit all required forms indicating how the organization or consortium of organizations will comply with M/WBE requirements (for M/WBE requirements see Section XVIII "REQUIREMENTS RELATED TO MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES"

6. **Second-Level Review Submissions**

Submit evidence of recognition as a legal resource within immigrant communities (such as copies of publically-recognized awards for excellence and copies of positive accounts in the ethnic news and media). This should be submitted as Attachment 3 "Recognition."

## X. EVALUATING THE APPLICATION

The evaluation criteria are designed to assess the quality of the proposed project and to determine likelihood of success. The evaluation criteria are considered as a whole in judging the overall quality of an application. Points are awarded only to applications, which respond to the evaluation criteria within the context of this program announcement. The contract awards will be made to the applicants whose proposals are determined to best meet the criteria for proposal evaluation and selection set forth in this RFA.

In evaluating each application for this RFA, ONA will consider the following criteria, which will be weighted in accordance with the point scale described below, for a total score of 100 points.

The following criteria must be met to qualify applications for consideration; failure to meet the criteria will result in disqualification of the application. Applications that are disqualified will not be evaluated for award consideration.

1. Applications MUST be received by the due date and time stated on the cover of the RFA;

2. Applicant MUST be a not-for-profit organization with 501(c)(3) IRS status, or an accredited institution of higher education located in New York State, or Legal Service Provider organization, incorporated and unincorporated, that provide legal services as: (1) legal aid organizations; (2) human and civil rights defense organizations; and/or (3) public interest law firms. All organizations must have operated continuously for the last three years and have not been debarred from contracting with the State or federal government in the past five years.

3. Applicant MUST be pre-qualified with the NYS Grants Gateway at the time of application submission.

The following components must be included in the **Part A – Upstate Legal Counsel Application** in order for the submission to be complete:

1. **Project Summary: 10 points**
   a. Applicant described proposed services and activities.

   b. Applicant described region and immigration populations within the service applicant proposes to serve.

   c. Applicant described expected results and outcomes.

2. **Organizational experience / capacity to host ONA Legal Counsel: 25 points maximum**
   a. Applicant demonstrated its understanding of the needs of immigrants in New York State and knowledge of the services available to those immigrants through community based organizations, state and local governments, and other service providers.

   b. Applicant demonstrated ability to serve the region that it proposes to cover with the assistance of a newly hired or repurposed ONA Legal Counsel.

   c. Applicant demonstrated the capacity to work with non-English speaking clients, including experience using interpreters and professional translation services.
   d. Applicant demonstrated past experience providing direct representation to clients on immigration issues.

   e. Applicant demonstrated past outreach experience and capacity to develop linkages and connections throughout a wide/diverse service area.

3. **Program Proposal: 45 points**
   *a. Plan for recruiting or repurposing immigration law attorney to serve as ONA Legal Counsel*

i. Applicant described its unique organizational ability to recruit and hire a high-quality ONA Legal Counsel who meets the following minimum qualifications: (1) Be a member in good standing of the bar of the highest court of any State, and (2) have three or more years of experience as an attorney, including at least two years of immigration law experience.

ii. Applicant described unique organizational ability to recruit and hire a high-quality ONA Legal Counsel with the ability to communicate in a language other than English and demonstrated how this will meet the needs of the New Americans in the proposed service area.

iii. For Applicants that anticipate employing a new immigration law attorney as ONA Legal Counsel, applicant described plans to recruit that attorney, including a sample of the job description **or** for Applicants that anticipate repurposing an immigration law attorney already employed at the organization, Applicant demonstrated that that attorney meets the basic requirements of an ONA Legal Counsel.

*b. Plan for recruiting or repurposing staff to provide administrative support*

i. Applicant describe proposed activities to be conducted by administrative support staff including a proposal for total time spent engaged in grant activities.

*c. Implementation and integration plan*

i. Applicant described its strategy for performing the Required Activities described in this RFA.

ii. Applicant described how the ONA Legal Counsel will gain the confidence of the ONA Opportunity Centers and work effectively in partnership with them.

iii. Applicant described how the organization will conduct outreach to successfully administer the legal clinics throughout the region, including how organization will identify partners with whom to host the event and populations to serve.

iv. Applicant described their outreach strategy to mobilize participation and achieve high levels of attendance of New Americans at legal clinics throughout the service area.

v. Applicant described its plans for meeting the language needs of clients served.

*d. Partnerships and resources that will fortify implementation of the Required Activities described in this RFA*

i. Applicant described pre-existing organizational relationships with pro bono law organizations, volunteer lawyer associations, bar associations, independent volunteer lawyers, law firms, law school clinics, law school pro bono programs, and volunteer law students, who can assist in providing immigration law services to New Americans in the region that it proposes to cover through its ONA Legal Counsel.

ii. Applicant described pre-existing partnerships with organizations with whom the applicant proposes to jointly host legal clinics including the nature of the partnership, examples of past collaborations, and length of the relationship.

*e. Strategy for measuring success*

i. Applicant described the agency's proposed process for collecting and accurately reporting data.

ii. Applicant provided a comprehensive and thorough evaluation plan and methodology. Proposed evaluation plan is comprehensive and includes mechanism for making adjustments and quality improvements as needed.

4. **Budget Summary: 20 points**

Using Template Found in Appendix C, Applicant submitted a budget for the first year of funding as Attachment 2: "Budget Summary" with the following:

a. Applicant provided a detailed and realistic budget for the first year containing allowable, reasonable, and necessary costs.

b. Applicant included a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities.

c. Applicant clearly justified in the budget all costs supported in the budget and be directly related to RFA mission.

5. **M/WBE Compliance: Not Scored**

Applicant should submit all required forms indicating how the organization will comply with M/WBE requirements (for M/WBE requirements see Section XVIII "REQUIREMENTS RELATED TO MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES."

6. **Second-Level Review – Additional Points 10 points maximum**

Applicant submitted evidence of recognition as a legal resource within immigrant communities (such as copies of publically-recognized awards for excellence and copies of positive accounts in the ethnic news and media). This was submitted as Attachment 3 "Recognition."

The following components must be included in the **Part B – Downstate Legal Counsel Application** in order for the submission to be complete:

1. **Project Summary: 10 points**

a. Applicant described proposed services and activities.

b. Applicant described region and immigration populations within the service applicant proposes to serve.

c. Applicant described expected results and outcomes.

2. **Organizational experience / capacity to host ONA Legal Counsel: 25 points**
   a. Applicant demonstrated its understanding of the needs of immigrants in New York State and knowledge of the services available to those immigrants through community based organizations, state and local governments, and other service providers.

   b. Applicant demonstrated ability to serve the region that it proposes to cover with the assistance of a newly hired or repurposed ONA Legal Counsel.

   c. Applicant demonstrated the capacity to work with non-English speaking clients, including experience using interpreters and professional translation services.

   d. Applicant demonstrated past experience providing direct representation to clients on immigration issues.

3. **Program Proposal: 45 points**
   *a. Plan for recruiting or repurposing immigration law attorney to serve as ONA Legal Counsel*
      i. Applicant described its unique organizational ability to recruit and hire a high-quality ONA Legal Counsel who meets the following minimum qualifications: (1) Be a member in good standing of the bar of the highest court of any State, and (2) have three or more years of experience as an attorney, including at least two years of immigration law experience.

      ii. Applicant described unique organizational ability to recruit and hire a high-quality ONA Legal Counsel with the ability to communicate in a language other than English and demonstrated how this will meet the needs of the New Americans in the proposed service area.

      iii. For Applicants that anticipate employing a new immigration law attorney as ONA Legal Counsel, applicant described plans to recruit that attorney, including a sample of the job description **or** for Applicants that anticipate repurposing an immigration law attorney already employed at the organization, Applicant demonstrated that that attorney meets the basic requirements of an ONA Legal Counsel.

   *b. Plan for recruiting or repurposing staff to provide administrative support*
      i. Applicant described proposed activities to be conducted by administrative support staff including a proposal for total time spent engaged in grant activities

   c. *Implementation and integration plan*
      i. Applicant described its strategy for performing the Required Activities described in this RFA.

ii. Applicant described how the ONA Legal Counsel will gain the confidence of the ONA Opportunity Centers and work effectively in partnership with them.

iii. Applicant should describe its plan for integrating the ONA Legal Counsel's activities into the organization's other activities.

iv. Applicant described its plans for meeting the language needs of clients served during Citizenship Drives and Consultation Days.

d. *Partnerships and resources that will fortify implementation of the Required Activities described in this RFA*

i. Applicant described pre-existing organizational relationships with pro bono law organizations, volunteer lawyer associations, bar associations, independent volunteer lawyers, law firms, law school clinics, law school pro bono programs, and volunteer law students, who can assist in providing immigration law services to New Americans in the region that it proposes to cover through its ONA Legal Counsel.

ii. Applicant described pre-existing organizational relationships with other community based organizations with whom they can partner to assist in providing required actives under this grant.

e. *Strategy for measuring success*

i. Applicant described the agency's proposed process for collecting and accurately reporting data.

ii. Applicant provided a comprehensive and thorough evaluation plan and methodology. Proposed evaluation plan is comprehensive and includes mechanism for making adjustments and quality improvements as needed.

4. **Budget Summary**: **20 points**

Using Template Found in Appendix C, Applicant submitted a budget for the first year of funding as Attachment 2: "Budget Summary" with the following:

a. Applicant provided a detailed and realistic budget for the first year containing allowable, reasonable, and necessary costs.

b. Applicant included a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities.

c. Applicant clearly justified in the budget all costs supported in the budget and be directly related to RFA mission.

5. **M/WBE Compliance : Not Scored**

Applicant should submit all required forms indicating how the organization will comply with M/WBE requirements (for M/WBE requirements see Section XVIII "REQUIREMENTS RELATED TO MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES"

6. **Second-Level Review – Additional Points 10 points maximum**

Applicant submitted evidence of recognition as a legal resource within immigrant communities (such as copies of publically-recognized awards for excellence and copies of positive accounts in the ethnic news and media). This was submitted as Attachment 3 "Recognition."

## XI. REVIEW AND SELECTION PROCESS

**Initial ONA Screening**: Each application will be screened by an ONA staff team to acknowledge its receipt by the closing date and time, whether the amount requested exceeds the stated ceiling, and to determine its completeness. Incomplete applications or those exceeding the funding limit will be disqualified; applicants will be notified of such disqualification.

**First level review**: An ONA Review Team will evaluate applications that pass the initial screening process. Reviewers will use the evaluation criteria listed below to review and score applications. Each reviewer will assign a score up to a maximum of 100 points to each application; individual scores will be averaged to determine the applicant's score. A complete listing of applicants, along with their applications, will be provided to the Secretary of State (or his designee) for second level review.

**Second level review**: The Secretary of State (or his designee) may award up to 10 additional points per application, for a total maximum score of 110 points. The Secretary of State (or his designee) may award up to 10 points per application to (1) take into account geographic and ethnic diversity in the State and within counties, and (2) recognition within immigrant communities as an immigrant services legal resource.

**Awards:** Under this RFA approximately six grants of up to a maximum of $150,000 per award per year will be made based on rank order of final scores. Awards will be made in rank order by region, two upstate and four downstate, until allocated funds are fully distributed. ONA reserves the right to offer partial or no funding to any applicant if its application cannot be fully funded within the funds remaining. In the event that any awardee fails to satisfactorily negotiate a proper contract, funding will be awarded to the next highest-scoring applicant.

## XII. Award Administration Information

It is anticipated that applications will be reviewed during September - October 2015 and that successful applicants will be notified of funding decisions on or about November 2015. Grant awards will have a start date of approximately January 1, 2016. Successful applicants will be notified of funding decisions through issuance of a "Notice of Award" document that sets forth the amount of funds granted, and the terms and conditions of the grant award, which are subject to approval by the Office of the State Comptroller.

All plans and working documents prepared by applicants under the contract to be awarded will become the property of New York State.

Opportunity to be debriefed will be provided, upon request, to unsuccessful applicants. Requests must be made in writing by January 1, 2016 to the same address to which applications are submitted.

## XIII. CONTRACTING REQUIREMENTS

**Standard Contract:** Successful applicants must enter into a standard contract with the Department of State (DOS) which includes an approved budget and work plan, any attachments or exhibits, and standard clauses required by the NYS Attorney General for all state contracts, along with Article 15-A of the New York Executive Law. The contract includes financial reporting requirements, including procurement procedures. The contract may be subject to approval by the Attorney General and State Comptroller, require submission of final products in both hard copy and electronic form, and be subject to payment only upon proper documentation and compliance with payment procedures and all other contractual requirements. A copy of a sample standard contract is attached as Appendix D. Sample contracts should not be submitted with this proposal; successful applicants will receive a contract package to complete.

**Project Period:** The project period under both parts of this RFA is anticipated to be October 1, 2016 through December 31, 2016, with the option of two one-year renewals. Failure to incur all expenses or complete all identified outcomes in the stated period may result in loss or recapture of funds.

**Vendor Responsibility Questionnaire:** DOS strongly recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact DOS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

## XIII. CONTRACT DEVELOPMENT PROCESS

It is anticipated that applications will be reviewed and that successful applicants will be notified of funding decisions on or about November 1, 2015. Successful applicants will be notified of funding decisions through issuance of a Notice of Award document that sets forth the amount of funds granted,

and the terms and conditions of the grant award, which are subject to approval by the Office of the State Comptroller. Grant awards will have a start date of approximately January 1, 2016.

ONA will begin the contract development process with the successful applicants when the award is announced. Successful applicants may be asked to provide updated work plans and payment schedules that specify the services to be delivered, project goals, claiming process, and other information. The contract will include, but not be limited to, standard terms and conditions such as confidentiality of records, publications, and contract termination. The proposal of the successful applicant will serve as the basis for additional contract terms, which will be modified within the context of this RFA. The contract will constitute a legal agreement between the selected applicant and ONA and will be in force for the full period of the contract.

The contract will have a 12-month payment schedule and it is required for each of the contracts' specified budget periods. The contract will have the option for two one-year renewals. All plans and working documents prepared by the applicant(s) under the contract to be awarded will become the property of the State of New York.

Unsuccessful applicants may request the opportunity to be debriefed. Requests must be made in writing by January 1, 2016 to the same address to which applications are submitted.

## XIV. PAYMENT

The contractor will receive 25% of the total first year's award as a budget advance on or about January 1, 2016. Thereafter, each grantee will be reimbursed for expenses incurred pursuant to grant related activities including salary, benefits, travel, and related expenses. No payments will be made until the contract is fully executed and signed by the State Comptroller and the State Attorney General. Contractors will work at their own risk if they conduct program activities before the contract is executed.

## XV. PROGRAM ASSESSMENT AND MONITORING

### A. RECORD KEEPING

The contractor must maintain current and accurate fiscal and accounting controls to support its claims for payment. Records must adequately identify revenue sources and expense items for all contracted activities. Accounting records must be supported by clear documentation for all funds received and disbursed. Records must be retained and be accessible for a period of six years from the end of the contract or last payment or last contract transaction.

If any claim, audit, litigation, or State/Federal investigation is commenced before the expiration of the aforementioned record retention period, the records must be retained by the contractor until all claims or findings regarding the records are finally resolved. ONA or its designee shall have access to any records relevant to the project (including books, documents, photographs, correspondence, and records), for audits, examinations, transcripts, and excerpts. If ONA determines that such records possess long-term or historic value, they must be transferred, upon request, to ONA.

*Failure to provide requested documents could result in immediate termination of the contract.*

### B. REPORTING AND VOUCHERING REQUIREMENTS

Awardees must submit copies of the Required Documentation listed in the applicable part of this RFA on a quarterly basis during the contract term, unless otherwise specified. Payments will be based on the Required Documentation and other documents that support reimbursement in accordance with the

Payment Schedule. Dates of Service in Required Documents should be consistent with the actual service dates. Additional reporting, as may be determined by ONA, may also be required.

Final reports and vouchers, known as "close-out" vouchers, are due within 60 days after the completion of, or termination of, the contract.

### C. MONITORING

ONA will monitor projects on a regular basis throughout the life of the contract. Monitoring may include, but not be limited to, site visits, regular telephone contact and/or discussions of progress reports. The goals of project monitoring are to ensure that the terms of the contract are being met and to provide technical assistance, where necessary, to help the contractor meet the terms of this RFA.

## XVI. AMENDMENTS TO THE CONTRACT

Amendments and modifications to executed contracts are sometimes necessary to accommodate the needs of both the contractor and ONA. These changes, which must be by mutual written agreement, may include modification to reimbursement schedules, time and money amendments, or no-cost extensions as necessary. Contract modifications, including amendments and no-cost time extensions, will be made at the discretion of ONA with the approval of the Office of the State Comptroller.

## XVII. GENERAL TERMS AND CONDITIONS

This RFA and any contract resulting from this RFA is subject to all applicable laws, rules and regulations promulgated by any Federal and State authority having jurisdiction over the subject matter thereof. Any contract awarded pursuant to this RFA will be subject to DOS' processing procedures for contracts of this type, including approval as to form by the State Attorney General, and as to award by the NYS Division of Budget and NYS Office of the State Comptroller.

ONA reserves the right to terminate or modify the contract due to the unavailability of funds, unsatisfactory performance, or the best interests of the state.

## XI. Use of Funds

a. **ONA funds may be used for the following purposes:**
   1. To provide services to persons in the State under the color of the law, regardless of gender, race, color, national origin, sexual orientation, religion, age, disability, marital status, military status, domestic violence victim status, or genetic predisposition or carrier status;
   2. To provide resources to support the naturalization process, including curriculum, textbooks/materials, standardized assessments, etc.;
   3. To provide professional development and training for staff and/or volunteers related to the provision of the specified ONA services;
   4. Facility rental costs not to exceed more than 20% of the total approved budget.
   5. Equipment purchases directly related to and for dedicated use of the provision of services set forth in the agreement (e.g. computer or tablet devices and internet access, etc.); and/or
   6. Costs to develop materials and resources for use in grant-funded classes or to conduct outreach for grant-funded services. (Note: These materials must be approved by the ONA before they are implemented).

b. **Ineligible Funding Purposes:** Ineligible funding purposes are those not adequately justified or which do not directly support the project. These include, but are not limited to:
   1. Capital improvements.
   2. Contingency provisions.
   3. Fines and penalties.
   4. Bad debts.
   5. Purchasing ads in annual gala event, other forms of donations or other forms of fundraising.
   6. Donations or contributions.
   7. Entertainment costs.
   8. Idle facilities and idle capacity.
   9. Interest expense.
   10. Lobbying expense.
   11. Losses on other sponsored agreements or contracts.
   12. Costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions.
   13. Profit/Fee is not allowable except when subcontracting for routine goods and services with commercial organizations.
   14. Foreign travel.
   15. Construction costs and purchase of real property under this funding opportunity.
   16. Pre-award costs.
   17. Funding for direct reimbursement of proposal development.
   18. Costs for food or refreshments for staff.
   19. General volunteer stipends.
   20. Living allowances for any national volunteer service program participants.
   21. Advertising for purposes other than the recruitment of clients.
   22. Public relations for other than reporting progress.
   23. Promotional items and memorabilia.
   24. Meetings relating to fund-raising.
   25. General-purpose equipment, e.g. office furnishings, air conditioning, reproduction and printing equipment.
   26. Alcoholic beverages.

## XII. Reserved Rights:

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

1. Reject any or all applications received in response to the RFA;
2. Withdraw the RFA at any time, at the Department's sole discretion;
3. Make an award under the RFA in whole or in part;
4. Disqualify any applicant whose conduct and/or application fails to conform to the requirements of this RFA;
5. Seek clarifications and revisions of applications;
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or other information submitted by the applicant

in response to the Department's request for additional information in the course of evaluation and/or selection under the RFA;

7. Prior to the application due date, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the application due date, direct applicants to submit application modifications addressing subsequent RFA amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with successful applicants within the scope of the RFA in the best interests of the state;
13. If unsuccessful in negotiating a state contract with the selected applicant within an acceptable time frame, the Department may begin state contract negotiations with the next ranked qualified applicant(s) in order to serve and realize the best interests of the state.
14. Conduct contract negotiations with the next responsible applicant, should DOS be unsuccessful in negotiating with a selected applicant;
15. Use any and all ideas submitted in the applications received;
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an application and/or to determine an applicant's compliance with the requirements of the RFA;
17. Waive or modify minor irregularities in applications received.
18. Not to fund an application that fails to submit a clear and concise work plan or budget.
19. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of the Department of State and the State Comptroller.
20. Award grants based on geographic or regional considerations to serve the best interests of the state.
21. Award more than one contract resulting from this RFA.
22. Make additional awards if funding becomes available; and,
23. Not to make any awards pursuant to this RFA.

This RFA does not commit ONA to award any contracts, to pay the costs incurred in the preparation of a response to this RFA, or to procure or contract for services.

## XVIII. REQUIREMENTS RELATED TO MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. 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 statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

   a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

   b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: http://www.esd.ny.gov/mwbe.html.

   c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section M(6) of this Attachment or enforcement proceedings as allowed by the Contract.

2. Contract Goals

   a. For purposes of this Contract, the Agency hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

   b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section 2(a) hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: http://www.esd.ny.gov/mwbe.html.

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

   d. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the

Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

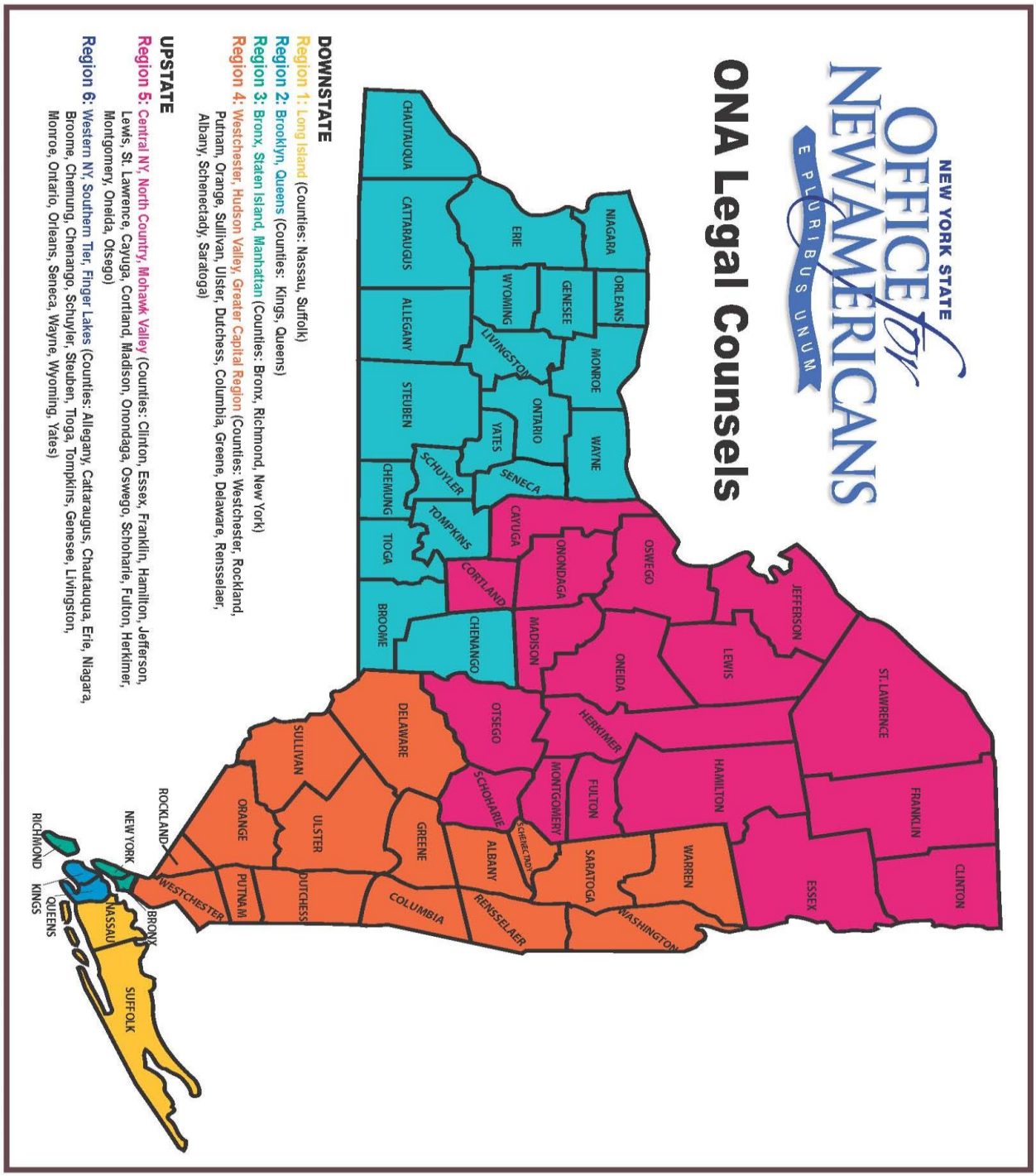
(1) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
(2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
(3) If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency may provide the Contractor or Subcontractor a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
(4) The Contractor's EEO policy statement shall include the following language:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
(b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
(c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
(d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection , which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

## XIX. APPENDICES

a. APPENDIX A: Map of anticipated regions to be covered by the ONA Legal Counsels (subject to change)
b. APPENDIX B: Regional Identification Sheet
c. APPENDIX C: Budget Summary
d. APPENDIX D: Sample DOS Standard Contract
e. APPENDIX E: MWBE Utilization Plan Forms

# APPENDIX A: MAP OF ONA LEGAL COUNSEL REGIONS



# APPENDIX B: Regional Identification Sheet
## (APPLICATION FORM)

Through the award available under the ONA Legal Technical Assistance RFA #15-ONA-09, Applicant _____ proposes to host and support an ONA Legal Counsel capable of providing legal technical assistance services to ONA Opportunity Centers and other immigrant service providers in the following region (check one):

_____ Downstate Region 1

_____ Downstate Region 2

_____ Downstate Region 3

_____ Downstate Region 4

_____ Upstate Region 1

_____ Upstate Region 2

# APPENDIX C: Budget Summary (APPLICATION FORM)

NEW YORK STATE

Office for New Americans

Applicant _____

Budget Period **1/1/16** to **12/31/16**

| Cost Categories | | Total Project Cost by Category |
|---|---|---|
| 1. | Personnel Services | |
| 2. | Contractual Services | |
| 3. | Equipment | |
| 4. | Travel | |
| 5. | Supplies | |
| **TOTAL PROJECT COST** | | |

| **Personnel Services** | | | | |
|---|---|---|---|---|
| **Title** | **Annual Salary** | **Annual Fringe** | **Effort Charged to Grant** | **Total** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Justification: Completely justify all positions. Describe duties and contributions to the project. | | | | |
| **Personnel Services Total:** | | | | |

| |
|---|
| **Contractual Services (Note MWBE Requirements)**<br><br>Describe each contractor in detail, including cost per item. If any part-time employees will be used, include in this section. |
| Justification: Completely justify all proposed contractual services. Justify the need for the contractual service and how it will benefit the project. |
| **Contractual Services Total** |

| **Equipment (Note MWBE Requirements)** |
|---|
| Describe each equipment purchase in detail, including cost per item. |
| Justification: Completely justify all proposed equipment purchases. Justify the need for the equipment and how it will benefit the project. |
| **Equipment Total:** |

| **Other Services** |
| --- |
| Describe and justify each service in detail, including cost per item.<br><br>Travel:<br><br>Supplies: |
| **Other Services Total:** |

# APPENDIX D: SAMPLE DOS STANDARD CONTRACT

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

| | |
|---|---|
| CURRENT CONTRACT TERM:<br>From: To:<br><br>CURRENT CONTRACT PERIOD:<br>From: To:<br><br>AMENDED TERM:<br>From: To:<br><br>AMENDED PERIOD:<br>From: To: | CONTRACT FUNDING AMOUNT<br>(*Multi-year* - enter total projected amount of the contract; *Fixed Term/Simplified Renewal* - enter current period amount):<br><br>CURRENT:<br><br>AMENDED:<br><br>FUNDING SOURCE(S)<br><br>State<br>Federal<br>Other |

*FOR MULTI-YEAR AGREEMENTS ONLY* - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

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

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: A-1 Program Specific Terms and Conditions
A-2 Federally Funded Grants and Requirements Mandated by Federal Laws

Attachment B: B-1 Expenditure Based Budget B-2 Performance Based Budget
B-3 Capital Budget B-4 Net Deficit Budget
B-1(A) Expenditure Based Budget (Amendment)
B-2(A) Performance Based Budget (Amendment)
B-3(A) Capital Budget (Amendment)
B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan
Attachment D: Payment and Reporting Schedule Other:

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

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and ( if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

_____

_____

By: _____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

_____

_____

By: _____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
SIGNATURE APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S

By: _____
Printed Name

Title: _____

Date: _____

# STATE OF NEW YORK
# MASTER CONTRACT FOR GRANTS

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

## WITNESSETH:

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

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

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

## STANDARD TERMS AND CONDITIONS

## I. GENERAL PROVISIONS

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

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

***Budget Changes:*** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

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

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

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

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

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

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

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

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

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

    b. by facsimile transmission;

    c. by personal delivery;

    d. by expedited delivery service; or

    e. by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

**K. Service of Process:** In addition to the methods of service allowed by the State Civil

Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

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

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

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

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

## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

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

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

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

**C. Termination:**

**1. *Grounds:***

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any

of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non- Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

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

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

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

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

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

(ii) if the notice is delivered by registered or certified mail, by the receipt

returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

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

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

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

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

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

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

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

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

## III. PAYMENT AND REPORTING

### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be

reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

**B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

**C. Claims for Reimbursement:**

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

   a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan). The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

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

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

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

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

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

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

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

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

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

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

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor

shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

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

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

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

**E. Refunds:**

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

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

refund such balance the State may pursue all available remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**H. Notification of Significant Occurrences:**

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

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

## IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

### A. Contractor as an Independent Contractor/Employee:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

### B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions

which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use of Material, Equipment, or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

   a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

   b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

   a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
   b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

**E. Records and Audits:**

**1. *General:***

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's

rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

**2. *Cost Allocation:***

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

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

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

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

**G. Publicity:**

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

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

   a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

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

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

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

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by

reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. **Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1–5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and

maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

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

**N. Vendor Responsibility:**

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

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

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

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

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

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

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

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

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

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

written notice authorizing a resumption of performance under the Master Contract.

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

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

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

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

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

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

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

[4]Not applicable for non-profit entities

# ATTACHMENT A-1
## New York State Department of State (5/13/15)

## I. Agency Specific Clauses

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

**A.** Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

**B.** Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars;

or

2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

**C.** License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide

the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

**D.** Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars , including but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

**E.** Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.

2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.

4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.

5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.

6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

**F.** Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at https://dbr.labor.state.ny.us/EDList/searchPage.do); (2) is listed as an entity debarred from federal contracts (available at: https://www.sam.gov/portal/public/SAM); or (3) fails to possess requisite workers compensation and disability insurance coverage (see http://www.wcb.ny.gov). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at https://dbr.labor.state.ny.us/EDList/searchPage.do); (2) is listed as an entity debarred from federal contracts (list available at: https://www.sam.gov/portal/public/SAM); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see http://www.wcb.ny.gov). Contractor agrees that any such suspension shall remain

in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.

4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.

5. Notwithstanding the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below $100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

**G.** Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than $35,000 and purchase contracts involving not more than $20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.

2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than $35,000 and all purchase contracts involving more than $20,000. In the case of contracts by municipalities, service, labor, and construction contracts involving not more than $35,000 and purchase contracts involving not more than $20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.

3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

**H.** Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. 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.

2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

## **I.** State Attorney General Charities Registration

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 Agreement 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.

## **J.** Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

## **K.** Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

| | |
|---|---|
| Name, Title | |
| Agency/Division | NYS Department of State |
| Address | |
| Phone/<br>Fax/Email | (P):<br>(F):<br>(E): |

2. Notice to the Contractor

| | |
|---|---|
| Name, Title | |
| Address | |
| Phone/<br>Fax/Email | (P):<br>(F):<br>(E): |

**L.** Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a "covered provider" within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a "covered provider":

   a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
   b. Contractor's failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.

2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

   [Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving "State funds" or "State-authorized payments" originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a "covered provider" within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with

the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

**M.** Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. 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 statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: http://www.esd.ny.gov/mwbe.html.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section M(6) of this Attachment or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this Contract, the Agency hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section 2(a) hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: http://www.esd.ny.gov/mwbe.html.

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

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

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

(1) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.

(3) If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency may provide the Contractor or Subcontractor a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).

(4) The Contractor's EEO policy statement shall include the following language:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

(d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection , which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. If the total expenditure of this contract is in excess of $250,000, Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Form C - Workforce Employment Utilization Report ("Workforce Report")

(1) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Agency of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(2) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(3) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

(4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form D) either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section M(2)(a) of this Attachment .

c. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Agency shall

be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

a. For Waiver Requests Contractor should use Form E - Waiver Request.

b. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

c. If the Agency, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Liquidated Damages - MWBE Participation

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

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals;

and

ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed by the Agency unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Agency.

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

8. The Agency may require Contractor to use the New York State Contract System ("NYSCS") to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at https://ny.newnycontracts.com by clicking on the "Contact Us & Support" link.

9. Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. 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.esd.ny.gov/MWBE.html. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

**ATTACHMENT A-2: New York State Office for New Americans (ONA)**
**(4/29/2015)**

## II. Public Reports and Documents

A. The Contractor shall identify final public documents and reports produced in whole or in part under this Agreement by endorsing on said documents and reports the following logo:

and inclusion of the ONA website and New York State New Americans Hotline

## III. Extra Work

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

## IV. Consortium member expectations

A. Contractors must inform ONA of all consortium members

B. ONA must be provided with copies of all Memorandums of Understanding between Contractors and consortium members

C. ONA must approve any change to membership of the consortium

D. Contractors have the responsibility for of oversight of activities, funding an outcomes produced by consortium members

## V. Dedicated Space and Staff Requirement

A. Dedicated space sufficient to carry out the activities to be undertaken pursuant to the terms of this Agreement, must be provided, set aside, and reserved by Contractor for Office for New Americans Opportunity Center purposes during the proposed hours of operations of the ONA Opportunity Center.

B. Contractor's organization/consortium shall have a clearly identified single location for an ONA Opportunity Center which is denoted by a conspicuously posted New York State Office for New Americans Opportunity Center sign/logo. The sign/logo will be provided to the ONA Opportunity Center for creation. Multiple sites that improve community access and ease of service delivery must all bear the sign/logo. A description of the site(s), hours of operations and programming within the dedicated space, and site picture(s) will be reported with quarterly reports. Any other uses of the dedicated space and hours of those operations must also be included in the report.

C. The ONA Opportunity Center budget can only be billed for justifiable space usage. Spaces can be used for non-ONA activities during the program off hours if the space during the time is not paid for by the ONA Opportunity Center funding.

D. Space costs must be accounted for at a pro-rated amount if the space is not used for the majority of the time for ONA Opportunity Center purposes.

E. Dedicated staff members will work for the full-time on the ONA Opportunity Center. Yet, ONA defines "dedicated staff" to mean staff who spends more than 70% of their time on ONA Opportunity Center work AND whose public job title identifies the staffer with ONA (i.e. ONA Program Director, ONA Volunteer Coordinator, ONA English-for-Speakers-of-Other-Languages Trainer, etc). Staff costs working less than 100% of their time on ONA Opportunity Center purpose must be accounted for at a pro-rated amount.

## VI. Client Confidentiality

A. Contractor must ensure confidentiality of all client information, including but not limited to personally identifying information and immigration status

# Attachment B. Sample Budget

Office for New Americans

Applicant _____

Budget Period **1/1/16** to **12/31/16**

| Cost Categories | | Total Project Cost by Category |
|---|---|---|
| 1. | Personnel Services | |
| 2. | Contractual Services | |
| 3. | Equipment | |
| 4. | Travel | |
| 5. | Supplies | |
| **TOTAL PROJECT COST** | | |

## Personnel Services

| Title | Annual Salary | Annual Fringe | Effort Charged to Grant | Total |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Justification: Completely justify all positions. Describe duties and contributions to the project.

**Personnel Services Total:**

## Contractual Services (Note MWBE Requirements)

Describe each contractor in detail, including cost per item. If any part-time employees will be used, include in this section.

Justification: Completely justify all proposed contractual services. Justify the need for the contractual service and how it will benefit the project.

**Contractual Services Total**

## Equipment (Note MWBE Requirements)

Describe each equipment purchase in detail, including cost per item.

Justification: Completely justify all proposed equipment purchases. Justify the need for the equipment and how it will benefit the project.

**Equipment Total:**

| Other Services |
| --- |
| Describe and justify each service in detail, including cost per item.<br><br>Travel:<br><br>Supplies: |
| **Other Services Total:** |

# Attachment C.
# Sample Program Work plan

NEW YORK STATE
Office for New Americans

| |
|---|
| **Contract #:**<br><br>**Organization Name:** |

| |
|---|
| **Narrative:** |

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

## I. PAYMENT PROVISIONS

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

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

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ____ percent (____%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ____ percent (____ %) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ____ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (____ %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

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

Claiming Schedule *(select applicable frequency)*:

□ Quarterly Reimbursement
Due date: _____

□ Monthly Reimbursement
Due date: _____

□ Biannual Reimbursement
Due date: _____

□ Fee for Service Reimbursement
Due date: _____

□ Rate Based Reimbursement
Due date: _____

□ Fifth Quarter Reimbursement
Due date: _____

□ Milestone/Performance Reimbursement
Due date/frequency: _____

□ Scheduled Reimbursement
Due date/frequency: _____

□ Interim Reimbursement as Requested by Contractor _____

## II. REPORTING PROVISIONS

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

□ Narrative/Qualitative Report

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

□ Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

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

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

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

### B. Progress-Based Reports

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

2. Final Progress Report
Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice.

---

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

Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report no later than _____ days from the end of the contract.

**C. Other Reports**

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

# FORM C
# WORK FORCE EMPLOYMENT UTILIZATION

| | | |
|---|---|---|
| **Contract No.:** | **Reporting Entity:**<br>□ Contractor<br>□ Subcontractor | **Reporting Period:**<br>□ January 1, 20___ - March 31, 20___<br>□ April 1, 20___ - June 30, 20___<br>□ July 1, 20___ - September 30, 20___<br>□ October 1, 20___ - December 31, 20___ |
| **Contractor's Name:** | | **Report includes:**<br>□ Work force to be utilized on this contract<br>□ Contractor/Subcontractor's total work force |
| **Contractor's Address:** | | |

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

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

| | | |
|---|---|---|
| **PREPARED BY (Signature):** | **TELEPHONE NO.:**<br>**EMAIL ADDRESS:** | **DATE:** |
| **NAME AND TITLE OF PREPARER (Print or Type):** | **Submit completed form to:**<br>**NYS Department of State, Office of Affirmative Action Programs**<br>**99 Washington Ave, Ste. 1150, Albany, NY 12231** | |

**Instructions:** The work force utilization (FORM C) is to be submitted on a quarterly basis during the life of the contract to report the actual utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the an be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the 's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to _____ within 10 days of the end of each there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the submitted report indicating no change with the date and reporting period updated.

**Instructions for completing:**

Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.

I. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
II. Check off the box that corresponds to the reporting period for this report.
III. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
IV. Enter the total work force by EEO job category.
V. Break down the total work force by gender and enter under the heading 'Work force by Gender'
VI. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Office of Affirmative Action Programs at (518) 473-2507 if you have any questions.
VII. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
VIII. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

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

I. **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

II. **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

III. **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

**IV. ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

V. **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

**DISABLED INDIVIDUAL** any person who:
- has a physical or mental impairment that substantially limits one or more major life activity(ies)
- has a record of such an impairment; or
- is regarded as having such an impairment.

a. **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

- **GENDER** **Male or Female**

# APPENDIX H: MWBE UTILIZATION FORMS

## FORM A

## MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

**M/WBE AND EEO POLICY STATEMENT**

I, _____, the (awardee/contractor)_____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

**M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b)This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

_____20% Minority and Women's Business Enterprise Participation

_____% Minority Business Enterprise Participation

_____% Women's Business Enterprise Participation

**EEO Contract Goals**

_____% Minority Labor Force Participation

_____% Female Labor Force Participation

_____
(Authorized Representative)

Title: _____

Date: _____

# FORM D
# M/WBE UTILIZATION PLAN

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

**Offeror's Name:**
**Address:**
**City, State, Zip Code:**
Telephone No.:
Region/Location of Work:

**Federal Identification No.:**
**Project/Contract No.:**

**M/WBE Goals in the Contract:** MBE 15% WBE 15%

| 1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No. | 2. Classification | 3. Federal ID No. | 4. Detailed Description of Work (Attach additional sheets, if necessary) | 5. Dollar Value of Subcontract Supplies/Services and intended performance dates o each component of the contra |
|---|---|---|---|---|
| **A.** | **NYS ESD CERTIFIED**<br>☐ MBE<br>☐ WBE | | | |
| **B.** | **NYS ESD CERTIFIED**<br>☐ MBE<br>☐ WBE | | | |

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

**PREPARED BY (Signature):**
**DATE:**

**NAME AND TITLE OF PREPARER (Print or Type):**
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

**TELEPHONE NO.:**
**EMAIL ADDRESS:**

**FOR M/WBE USE ONLY**

**REVIEWED BY:**
**DATE:**

**UTILIZATION PLAN APPROVED:** ☐ YES ☐ NO Date:
**Contract No.:**
**Project No. (if applicable):**

**Contract Award Date:**
**Estimated Date of Completion:**
**Amount Obligated Under the Contract:**
**Description of Work:**
**NOTICE OF DEFICIENCY ISSUED:** ☐ YES ☐ NO Date:_____

**NOTICE OF ACCEPTANCE ISSUED:** ☐ YES ☐ NO Date:_____