



Schenectady County Legislature

Committee on Rules

Hon. Philip Fields, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: January 6, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Rules
Honorable Philip Fields, Chair
Tuesday, January 10, 2023 at 7:00p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

<u>Item</u>	<u>Title</u>	<u>Sponsor</u>	<u>Co-Sponsor</u>
R	1 A RESOLUTION CONFIRMING THE APPOINTMENT OF BRANDY HILLARD-BOULDIN TO THE POSITION OF COMMISSIONER OF THE DEPARTMENT OF SOCIAL SERVICES	The Committee on Rules	
R	2 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH THE NYS OFFICE OF VICTIM SERVICES AND TO ACCEPT MONIES FROM THE NYS OFFICE OF VICTIM SERVICES FOR THE VICTIM/WITNESS ASSISTANCE PROGRAM	The Committee on Rules	

LEGISLATIVE INITIATIVE FORM

Date: 1/6/2023
Reference: Rules
Dual Reference:
Initiative: R 1

Title of Proposed Resolution:

A RESOLUTION CONFIRMING THE APPOINTMENT OF BRANDY HILLARD-BOULDIN TO THE POSITION OF COMMISSIONER OF THE DEPARTMENT OF SOCIAL SERVICES

Purpose and General Idea:

Provides Authorization for the Appointment of Brandy Hillard-Bouldin to the Position of Commissioner of Social Services.

Summary of Specific Provisions:

Authorizes the appointment of Brandy Hillard-Bouldin to the Position of Commissioner of Social Services, effective January 11, 2023.

Effects Upon Present Law:

None.

Justification:

Ms. Hillard-Bouldin received her Bachelor's in Psychology from Sage College in Albany and will receive her Master's in Public Administration from Marist College. With over 17 years in the field of social services holding various positions such as Director of Organizational Development, and Director of Temporary Assistance, Adult Protective Services, and Homeless Services. Ms. Hillard-Bouldin would balance departmental programs and policies with legislative requirements, fiscal interest, and positive program outcomes. In her current role as Associate Commissioner of Social Services, she supports the Commissioner of Social Services in oversight of all department's social service programming, as well as coordinates and negotiates communication between DSS, non-profits, and local businesses. Ms. Hillard-Bouldin's significant experience has proven to be an asset to the Department.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY

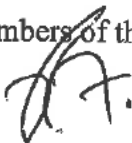


RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature

Date: January 6, 2023

Re: Appointment of Brandy Hillard-Bouldin to the Position of Commissioner of Social Services

I hereby appoint, Brandy Hillard-Bouldin, subject to confirmation by the County Legislature, to the position of Commissioner of Social Services, effective January 11, 2023 at a salary of \$142,239.

Ms. Hillard-Bouldin has over 17 years in the fields of social services, working with the Schenectady County Department of Social Services since 2006. She first joined the department as a social welfare examiner where she worked directly with individuals and families to determine eligible for public assistance programs. Ms. Hillard-Bouldin then became a child protective services caseworker where she managed a caseload of 25 children and families, providing them with critical services such as casework counseling and advocacy.

Then in her role as the Director of Organizational Development, Ms. Hillard Bouldin oversaw DSS staff recruitment and development, which included seeking additional education opportunities to enhance employees' understanding of programs, policies, and procedures. From there, she became the Director of Temporary Assistance, Adult Protective Services, and Homeless Services and would balance departmental programs and policies with legislative requirements, fiscal interests, and positive program outcomes. In her current role as the Associate Commissioner of Social Services, Ms. Hillard-Bouldin supports the Commissioner of Social Services in the oversight of all the department's social services programming. In addition, she routinely coordinates and negotiates communication between DSS, non-profits and local business.

Ms. Hillard-Bouldin received her Bachelor's in Psychology from Sage College of Albany and will receive her Master of Public Administration from Marist College.

I recommend your confirmation.

Brandy L. Hillard-Bouldin

PROFESSIONAL SUMMARY

Visionary professional dedicated to effecting systemic change by fostering equitable, holistic services to the community. Adept at crafting and implementing strategies to effectively carry out federal, state, and local policy. Dedicated partner with excellent communication skills to serve stakeholders at every level in the business, non-profit, and local community.

CORE COMPETENCIES

- Collaboration enthusiast
- Meticulous programmatic and fiscal oversight
- Leverages human capital and talent
- Effective interpersonal and coaching skills
- Skilled trainer and facilitator
- Innovative in process development
- Adaptable to fit organizational needs
- Autonomous, mission-driven trailblazer

PROFESSIONAL EXPERIENCE

Schenectady County Department of Social Services
Schenectady, New York

July 2006 – present

Associate Commissioner of Social Services

Coordinate and negotiate communication between social service departments, non-profits, and local businesses to identify and address service needs. Support the Commissioner of Social Services in oversight of all social services programming to ensure the needs of at-risk individuals and families in the community are adequately met.

Director of Temporary Assistance, Adult Protective Services, and Homeless Services

Plan and implement program, policies, and procedures in line with legislative requirements, fiscal interests, and positive program outcomes. Partners with Schenectady County Job Training Agency to creatively implement and improve outcomes for job seekers in the Welfare to Work program.

Director of Organizational Development

Facilitated recruitment, hiring, and training of 200 social services and employment and training staff throughout 8 departments. Sought out educational opportunities to enhance staff understanding of program, policies, and procedures. Counseled leadership on navigating personnel concerns and improving operations.

Child Protective Services Caseworker

Managed an intensive caseload of 25 children and families and provided risk assessment, service plan development, casework counseling, home visits, court reports, and advocacy. Interpreted and applied federal, State, and local social services legislation in partnership with clients, partner agencies, and the social services system.

Social Welfare Examiner

Understood and assessed individual and family circumstances to determine eligibility for public assistance programs. Communicated, and ensured applicants' understanding of social service policies, authorized the provision of benefits within program guidelines, and reviewed fiscal decisions for accuracy.

EDUCATION

Master of Public Administration
Marist College | *Poughkeepsie, New York*

Anticipated Graduation May 2023

Bachelor of Science, Psychology
Sage College of Albany | *Albany, New York*

May 2007

RELATED EXPERIENCE

Senatorial Assistant

Senator Ada L. Smith | *Albany, New York*

Researched and interpreted legislation, referenced bills, addressed constituent concerns via phone, e-mail, and in-person, and documented congressional sessions.

Financial Planner

The Center for Financial Planning | *Albany, New York*

Created financial plans and budgets, understood, explained, and processed mutual funds, money market accounts, educational accounts, 401K plans, and life insurance policies

Administrative Manager

Youth Advocate Program | *Schenectady, New York*

Multidimensional task management of administrative tasks including scheduling, community outreach, documentation collection and organization, filing, and customer service.

Marketing Representative

West Teleservices | *El Paso, Texas*

Negotiated sales through effective communication and sociability, digital interfacing, and comprehensive product knowledge.

CERTIFICATIONS & TRAINING

Deputy Commissioners' Leadership Training – Community Engagement & Racial Equity | NYPWA

Performance Measures and Skills for Organizational Consulting | Cornell - NYSSILR

Leadership Training Course | Cornell – NYSSILR

Effective Meetings Training | CUNY School of Professional Studies

Bridges Out of Poverty | Schenectady County DSS

Employment and Advancement Services Bureau Regional Meetings | SUNY Albany - PDP

Regional Discussion: Service Coordination for Hard to Serve Individuals | SUNY Albany - PDP

Trauma-Responsive Organizations | Brookdale Center at Hunter College

The Mind Science of Bias: Addressing Racial Disparities Across Systems | Welfare Research Inc.



LEGISLATIVE INITIATIVE FORM

Date: 1/6/2023
Reference: Rules
Dual Reference:
Initiative: R 2

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH THE NYS OFFICE OF VICTIM SERVICES AND TO ACCEPT MONIES FROM THE NYS OFFICE OF VICTIM SERVICES FOR THE VICTIM/WITNESS ASSISTANCE PROGRAM

Purpose and General Idea:

Provides authorization to enter into a Multi-Year Agreement with the New York State Office of Victim Services for the Victim/Witness Assistance Program

Summary of Specific Provisions:

Authorization request to enter a multi-year- agreement with The Office of Victim Services for the Victim/Witness Assistance Program. The period of this agreement begins on October 1, 2022, and ends on September 30, 2025.

Effects Upon Present Law:

None.

Justification:

This is a three-year contract and the District Attorney's Office will receive \$349,198.23 per year to fund positions for independent contractors associated with the County's Victim/Witness Assistance Program and Child Advocacy Center. These programs provide a variety of court-related and social services to crime victims; families, and witnesses of crime. Specifically, this program will help these groups by explaining court procedures, providing accompaniment during hearings, filings requests for restitution, assisting with victim impact statements, returning property seized by police, and providing short-term counseling.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Robert M. Carney, District Attorney
Jaclyn Falotico, Commissioner of Finance

Date: January 6, 2023

Re: Authorization to Enter into a Multi-Year Agreement with the NYS Office of Victim Services for the Victim/Witness Assistance Program

Attached is a memorandum from Robert M. Carney, District Attorney, requesting authorization to enter into a multi-year agreement with the NYS Office of Victim Services for the Victim/Witness Assistance Program for the period beginning on October 10, 2022 and ending September 30, 2025.

As part of this agreement, the County will receive \$349,198.23 annually to fund positions and independent contractors associated with the County's Victim/Witness Assistance Program and Child Advocacy Center. These programs provide a variety of court-related and social services to crime victims, victims' families, and witnesses of crime. Specifically, this program will help these groups by explaining court procedures, providing accompaniment during hearings, filing requests for restitution, assisting with victim impact statements, returning property seized by police, and provide short-term counseling.

In previous years, the Office of Victim Services would award the Counts separate grants for the Crime Victim/Witness Assistance Program and the Child Advocacy Center. For this most recent grant, the Office of Victim Services has consolidated funding instead.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

County of Schenectady
Office of the District Attorney
MEMORANDUM

TO: Rory Fluman, County Manager
Anthony Jasenski, Chair, County Legislature
Jaclyn Falotico, Commissioner of Finance

FROM: Robert M. Carney, District Attorney *PMC*

DATE: January 3, 2023

SUBJECT: Office of Victim Services – Crime Victims Grant

I ask for legislative approval for the Crime Victims' grant from the New York State Office of Victim Services. This grant, in the amount of \$1,047,594.69 (\$349,198.23 per year for 3 years) funds the salaries of 5 individuals and 2 independent contractors.

County of Schenectady
620 State Street, 3rd Floor,
Schenectady, N. Y. 12305
(518) 388-4260
(518) 388-4248 Fax



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: January 5, 2023
SUBJECT: Budget Amendment – NYS Office of Victim Services Victim/Witness Assistance – Schenectady County District Attorney’s Office

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate consolidated funding from the NYS Office of Victim Services for the Victim/Witness Assistance Program.

Increase Appropriation Code By:

A541165.415397	Crime Victim/Witness Assistance Program	<u>\$6,700</u>
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Increase Appropriated Surplus By:

A599	Appropriated Surplus	<u>\$108,414</u>
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Increase Revenue Code By:

A31165.303003	Crime Victim/Witness Assistance Program	<u>\$174,462</u>
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Reduce Revenue Code By:

A31165.303013	CAC/MDT	<u>\$276,176</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Office of Victim Services 80 S Swan Street, 2nd Floor Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OVS01 CONTRACT NUMBER: OVS01-C11368GG-1080200 CONTRACT TYPE: <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: SCHENECTADY COUNTY OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: Schenectady County District Attorney</p>	<p>PROJECT NAME: Victim/Witness Assistance Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002365 Federal Tax ID Number: 146002431 DUNS Number (if applicable): 102574808</p>	<p>AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only): 16.575</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 620 STATE ST SCHENECTADY, NY 12305 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: Exemption State/Code: <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # OVS01-C11368GG-1080200

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 10/01/2022 To: 09/30/2025</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 10/01/2022 To: 09/30/2025</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$1,047,594.69</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p align="center"> <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other </p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:
(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	10/01/2022-09/30/2023	\$349,198.23		
2	10/01/2023-09/30/2024	\$349,198.23		
3	10/01/2024-09/30/2025	\$349,198.23		
4				
5				

Contract Number: # OVS01-C11368GG-1080200

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants

Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-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:

Contract Number: # OVS01-C11368GG-1080200

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

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 officials, 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 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:
SCHENECTADY COUNTY OF

By: _____

Printed Name *Rmc. DA*

Title: _____

Date: _____

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

STATE AGENCY:

Office of Victim Services

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: # OVS01-C11368GG-1080200

**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-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

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

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

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

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

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # OVS01-C11368GG-1080200

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

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

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

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

J. Notice:

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

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

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

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

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

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

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

any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

V. Federally Funded Grants 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.

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. 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.

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

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

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

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

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,

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

(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/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. 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 shall 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 (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:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1 (AGENCY-SPECIFIC CLAUSES)

A. MODIFICATIONS TO BUDGET AND PROGRAM GOALS AND OBJECTIVES

The parties agree that the STATE may modify the program budget set forth at ATTACHMENT B-1 (BUDGET) or the Program Goals and Objectives set forth at ATTACHMENT C (PROGRAM GOALS AND OBJECTIVES) for good cause as determined by the STATE or otherwise as required by the State Comptroller. The STATE shall provide to the CONTRACTOR written notice of any such modification(s) at least twenty calendar days prior to the effective date of the modification(s).

The parties agree that the CONTRACTOR shall not revise the program budget in ATTACHMENT B-1 (BUDGET) without prior approval of the STATE for any cost category during the period of the AGREEMENT. All revisions, including those under \$1,000, are subject to audit by the STATE.

B. LAST DOLLAR FUNDING

The parties agree that the funding provided under this AGREEMENT shall be considered to be last dollar funding. All other sources of funding for the expenses of the CONTRACTOR in providing the services contemplated by this AGREEMENT, including but not limited to fees, insurance, and donations, shall first be applied to such expenses.

C. SITE ACCESS

The CONTRACTOR shall permit the STATE's representatives to visit, with or without notice, all facilities or sites where services covered under this AGREEMENT may be provided. Upon request of the STATE, the CONTRACTOR shall make appropriate arrangements for the STATE's representatives to attend meetings of the CONTRACTOR's Board of Directors.

D. CONTRACTOR STAFFING

The parties agree the CONTRACTOR shall provide all insurance and fringe benefits, and make all employer's payments, required by federal, state or local law, rule, regulation, or policy. At least one fulltime employee of the CONTRACTOR shall be a duly qualified Notary Public or Commissioner of Deeds.

The parties agree that the CONTRACTOR shall not select, reject, promote, fail to promote, or otherwise impermissibly discriminate against any officer, employee, staff member, volunteer or other individual associated with or representing the CONTRACTOR on the basis of the individual's political belief(s) or affiliation(s).

The parties agree that if the CONTRACTOR is a not-for-profit corporation, the CONTRACTOR shall not employ, except as an unpaid volunteer, a current officer, director or incorporator of the corporation, or the parent, spouse, spousal equivalent, sibling or child of a current officer, director or incorporator of the corporation.

The parties agree that the CONTRACTOR shall not employ, except as an unpaid volunteer, a New York State legislator or legislative staffperson. The CONTRACTOR will immediately advise the Office in writing upon the employment, except as an unpaid volunteer, the parent, spouse, spousal equivalent, sibling or child of a New York State legislator or legislative staffperson. The written notice will provide the name of the individual, the position of employment, the legislator or legislative staffperson the employee is related to, and the nature of the relation. If the employee is already employed at the time that this contract becomes effective and no previous notice has been given by the CONTRACTOR, said written notice will be provided immediately upon the contract becoming effective.

The parties agree that the CONTRACTOR shall not employ, except as an unpaid volunteer, the parent, spouse, spousal equivalent, sibling or child of any employee of the CONTRACTOR who is a

program administrator or who otherwise has influence or control over the administration of the program.

E. UTILIZATION OF VOLUNTEERS

The parties agree that the CONTRACTOR will utilize the services of unpaid volunteers. The STATE may, upon the written request of the CONTRACTOR, waive this requirement if the STATE finds that the utilization by the CONTRACTOR of unpaid volunteers is hindered or prohibited by statute, regulation, or contract, or if the CONTRACTOR has otherwise been unable to procure volunteers after aggressive and sustained recruitment.

F. CONFLICT OF INTEREST - CLIENT REFERRALS

The parties agree that the CONTRACTOR shall not refer any program participant or any other person seeking or inquiring about crime victim services to any current officer, director or incorporator of the corporation, if the CONTRACTOR is a not-for-profit corporation. The parties agree that the CONTRACTOR shall not refer any program participant or any other person seeking or inquiring about crime victim services to any employee of the CONTRACTOR, or to any volunteer providing services to the CONTRACTOR, or to any New York State legislator or legislative staff person, or to the parent, spouse, spousal equivalent, sibling or child of any aforementioned person, if any of the persons specified in this paragraph to whom such referral would be made would receive any financial benefit from such referral, except insofar as the persons specified in this paragraph provide services as part of the same agency to which the CONTRACTOR'S program belongs.

G. CONFLICT OF INTEREST - PURCHASE OF SUPPLIES AND SERVICES

The parties agree that no officer, director or employee of the CONTRACTOR shall solicit or accept gratuities, favors, or any thing or service having monetary value, from persons or entities furnishing supplies or services purchased with funds provided pursuant to this AGREEMENT.

The parties agree that no officer, director or employee of the CONTRACTOR shall participate in the selection, procurement or administration of supplies or services when any of the following persons has a financial or other substantive interest in the supplier, or when any of the following persons is employed by or has an arrangement concerning prospective employment with the supplier: a current officer, director, incorporator or employee of the CONTRACTOR; a parent, spouse, spousal equivalent, sibling or child of a current officer, director, incorporator or employee of the CONTRACTOR; or a business partner of a current officer, director, incorporator or employee of the CONTRACTOR.

H. EQUAL ACCESS TO SERVICES

The parties agree that the CONTRACTOR shall not hinder access to services contemplated by this AGREEMENT on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability or marital status.

I. CLAIMS AND LITIGATION

The parties agree that the CONTRACTOR shall give prompt written notice to the STATE of any potential or actual claims, civil actions, judgments or liens against the CONTRACTOR arising from or pertaining to any service provided by the CONTRACTOR.

J. BANK ACCOUNTS

The parties agree that the CONTRACTOR shall deposit all funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT in a bank account within the State of New York. The CONTRACTOR shall direct and authorize any such bank to furnish to the STATE upon its request information or records pertaining to the account, and to transfer the balance of the funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT to the STATE upon its request. Any interest credited to the CONTRACTOR shall be reported by the CONTRACTOR to the STATE.

K. LIMITATION ON USE OF FUNDS

The parties agree that funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT shall not be used for the purchase of real property.

L. COPYRIGHT

The parties agree that the CONTRACTOR shall not copyright or attempt to copyright any written or other material produced by the CONTRACTOR wholly or partially with the funding contemplated by this AGREEMENT.

M. REFUND REPAYMENT

For refunds, a certified or bank check should be made out to: New York State Office of Victim Services.

N. DESIGNATE REFUND ADDRESS

Refunds checks should be addressed to:

Administrative Services Unit
NYS Office of Victim Services
AE Smith State Office Building
80 S. Swan Street, 2nd Floor
Albany, New York 12210

O. PROGRAM OFFICE ADDRESS

Notices to the State, as identified in Section I J of this Agreement, shall be addressed to:

Supervisor of Contracts
NYS Office of Victim Services
AE Smith State Office Building
80 S. Swan Street, 2nd Floor
Albany, New York 12210

Notices to the Contractor, as identified in Section I J of this Agreement, shall be addressed to the administrator identified by the Contractor and sent to the Contractor Primary Mailing Address listed on the face page of this Agreement

P. PAYMENT AND REPORTING

Attachment D of this Agreement details the payment and reporting schedule.

Q. MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE DIRECTORY

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwb certification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

R. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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

PROJECT NAME: Victim/Witness Assistance Program

CONTRACTOR SFS PAYEE NAME: SCHENECTADY COUNTY OF

CONTRACT PERIOD: From: 10/01/2022

To: 09/30/2023

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$227,790.55	\$0.00	0 %	\$0.00	\$227,790.55
b) Fringe	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$227,790.55	\$0.00	0 %	\$0.00	\$227,790.55
2. Non Personal Services					
a) Contractual Services	\$117,900.00	\$0.00	0 %	\$0.00	\$117,900.00
b) Travel	\$3,507.68	\$0.00	0 %	\$0.00	\$3,507.68
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$121,407.68	\$0.00	0 %	\$0.00	\$121,407.68
TOTAL	\$349,198.23	\$0.00	0 %	\$0.00	\$349,198.23

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY						
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL	
Program Director	\$46,333.00	35	90	3	\$10,424.93	
Program Director	\$47,375.00	35	90	9	\$31,978.12	
Victim Specialist 1	\$33,955.00	35	100	3	\$8,488.75	
Victim Specialist 1	\$34,719.00	35	100	9	\$26,039.25	
Victim Specialist 2	\$33,955.00	35	100	3	\$8,488.75	
Victim Specialist 2	\$34,719.00	35	100	9	\$26,039.25	
Victim Specialist 3	\$46,035.00	35	100	3	\$11,508.75	
Victim Specialist 3	\$47,071.00	35	100	9	\$35,303.25	
MDT Case Coordinator	\$68,366.00	35	100	3	\$17,091.50	
MDT Case Coordinator	\$69,904.00	35	100	9	\$52,428.00	
				Subtotal	\$227,790.55	
TOTAL FRINGE						
PERSONAL SERVICES TOTAL					\$227,790.55	

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

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Mental Health Clinician	\$61,900.00
Forensic Interviewer	\$56,000.00
TOTAL	\$117,900.00

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

TRAVEL - TYPE/DESCRIPTION	TOTAL
Client Travel	\$1,707.68
OVS Bi-Annual Statewide Conference	\$1,800.00
TOTAL	\$3,507.68

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
	TOTAL

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: OWN TYPE/DESCRIPTION	TOTAL
TOTAL	

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Victim/Witness Assistance Program

CONTRACTOR SFS PAYEE NAME: SCHENECTADY COUNTY OF

CONTRACT PERIOD: From: 10/01/2022

To: 09/30/2023

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

PROBLEM STATEMENT / See Project Narrative

Schenectady County geographically is a small county in upstate New York with a total population of 158,061 (US Census Bureau, 2020). Population numbers are half of those in Albany County which come in at 314,848 (US Census, 2020), and slightly below those in Rensselaer County who reported 161,130 (US Census, 2020). Lastly, population numbers reported in Saratoga County equaled 229,506 in 2020 (US Census, 2020). What is worth noting is the number of index crimes reported in Schenectady County (3,829) is higher than those in Saratoga (2,213) and Rensselaer (3,184) counties despite population numbers that are relatively close. This is a trend that was identified in the last request for funding and continues today.

There are seven jurisdictions within Schenectady County. According to US Census data (2020) and crime data from the NYS Division of Criminal Justice (2020), of these jurisdictions, the city of Schenectady has the highest population totals (67,047) and the highest amount of reported index crimes (2,098). County wide the remaining jurisdictions have an aggregate population total of 91,014 with the total number of index crimes being reported as 1,731. The trend identified here was also identified during the last request for funding and a contributing factor as to why the need for victim advocacy and services is so great within Schenectady County. To further support this, the number of crime victims who received services in 2020 was 1,184, and by the end of fiscal year 2021 that number rose to 1,359.

Our program identified a couple of gaps in service that have since been bridged with assistance from VOCA funding. During fiscal year 2016-2017, the VWAP saw a decrease in the number of underserved victims of crime that we provided services to. Index crimes reported to police during that year totaled 4,682 and of that number 1,746 victims received assistance. That is a decrease from the previous fiscal year (2015-2016) where index crimes totaled 4,623 and of that number the program provided services to 2,203 underserved victims of crime. This decrease equated to just over 450 fewer individuals receiving services previously mentioned despite roughly a 1.3% increase in the number of index crimes that were reported to police. This is worth noting because the number of individuals receiving services had steadily increased

until this point. We contributed this drop to staff turnover in the VWAP which was ultimately addressed with supplemental VOCA funding and the hiring of additional victim specialists. This is evidence of how crucial funding is to keep the VWAP functioning at current capacity. Without it, fewer crime victims will get assistance and it will be difficult to reach the underserved populations in Schenectady County.

The second identified gap stems from the first. Due to the decline in staff, the underserved populations that were reached were mainly from the city of Schenectady. After evaluating program efficiency, we found 1,033 crime victims were provided services in 2017. During this same year, population numbers in the city of Schenectady totaled 65,625 and aggregate county population totals equaled 97,647. The reported number of index crimes during this period for the city of Schenectady were 2,639 and for the remaining jurisdictions in the county the numbers totaled 1,953. Based on these numbers, roughly 22% of the victims represented in crimes reported to police received services offered by our program and 57% of them lived in the city of Schenectady. At that time the program did not have the personnel to reach crime victims in the rural communities of the county. After receiving VOCA funding, additional staff were hired resulting in the program reaching 160 crime victims during fiscal year 2018-2019 in those communities. In 2019-2020 we were able to reach 183 crime victims and by the end of fiscal year 2020-2021 we were able to assist a total of 302 crime victims that could not be reached just three years prior.

With respect to the CAC program, two gaps in service existed. Both cured by the VOCA award received in 2019. The first gap identified involved the lack of consistent victim services co-located at the CAC building. Prior to 2018, the CAC contracted with the advocacy program through Planned Parenthood of Greater New York. This agency would send a victim advocate as needed to the CAC to assist with emotional support and offer other services including compensation claim assistance. The second gap identified involved having a trained, licensed, mental health clinician co-located at the CAC. Again, prior to 2018, the CAC contracted with an outside agency to provide trauma counseling to children and their non-offending parent/guardian. A long wait list existed, and the parent/guardian was required to have an open preventative services case. Neither of these conditions were feasible in helping a child who suffered a traumatic event. We submit without VOCA funding these services will end.

As we turn now to the implementation of proposed services and the evaluation of our programs, it is important to note that over the last twenty-four years that the Victim/Witness Assistance Program (VWAP) has been available to residents in Schenectady County, and the last thirteen years for the Child Advocacy Center (CAC); thousands of individuals and their families have used our services and assistance while criminal cases make their way through the criminal justice process. Without the availability of these programs crime victims would struggle to be a part of the criminal justice process, have their voices heard, and enforce their rights. The mission of the Schenectady County District Attorney's Office, in part, is to hold offenders accountable but also to seek justice for crime victims. We submit that having these programs available does just that, seeks justice for innocent victims. On another level, the VWAP and CAC programs meet the vision of the VOCA Act by giving crime victims support, the ability to participate in the criminal justice process, and the ability to be heard by the individuals who say they speak for victims when prosecuting cases and holding offenders

accountable.

The intent once funding is awarded, is to address identified gaps in service to help all underserved crime victims regardless of age, race, gender identity, or national origin. The VWAP will continue to focus on adults of all races and nationalities, LGBTQ+, the elderly, and those who have limited English proficiency and/or cognitive challenges who fall victim to any type of crime. Services will be provided at the various courthouses across the county, at the DA's Office, and directly in the community when the need arises. With continued funding the CAC will focus on children who have experienced physical or emotional abuse and neglect. Services will be provided to children in a closed setting at the CAC. We will continue to work collaboratively with other victim service providers in our community and will lead the way on new initiatives that are being developed.

Gaps in services that were mentioned in the problem statement have been addressed with funding from the last VOCA award. Specifically, turn over in program staff that led to a reduction in crime victims served as a whole and especially in the rural areas of the county. This request for funding is asking for the essential funding awarded in 2019 to continue so that our programs can maintain current staff to keep the identified gaps from widening and to address new gaps as they appear. New gaps we have identified include serving crime victims with limited English proficiency, the deaf and hard of hearing, and vulnerable adult populations who fall victim to scams and identity theft. Currently, our program has limited resources in utilizing individuals and/or agencies who provide interpretation services. Memorandums of Understanding need to be established to bridge this gap. Additionally, information and educational materials need to be provided to vulnerable populations who easily fall victim to scams and identity theft. Without program staff to accomplish these tasks the gaps in services will continue.

Gun Violence:

Historically, we have not separated out victims of gun violence from other victims of crime, so data is difficult to analyze, and we have never set a portion of the budget aside to address gun violence specifically. We have assigned one victim specialist to the Major Crimes Unit which prosecutes gun violence cases. In 2019, this office prosecuted fourteen cases that involved gun violence and had a victim associated with the case and in 2020 there were twenty-one cases with a victim involved. Those cases represent 12% of all felony cases prosecuted by the Schenectady County District Attorney's Office in 2019 and 21% of all felony cases prosecuted in 2020. But as mentioned above, no special attention was given to this population of crime victims over the others.

The assistance we are proposing to all these populations, including victims of gun violence, over the next three years is assistance in completing and submitting compensation claims which is a requirement of all VOCA funded victim assistance programs; an explanation of the court process and statuses of criminal cases; emotional

support and accompaniment during court proceedings, Grand Jury presentations, trials, law enforcement and Child Protective Service interviews; and SANE exams conducted at the hospital or on site at the CAC; referrals to other victim services agencies to help overcome the trauma associated with the criminal incident; assistance in delivering victim impact statements and requesting restitution; and assistance in the return of seized property held as evidence.

While many of the advocates in other agencies may be able to provide some of the same services, there are services they cannot provide which victims regularly need. These services include accompaniment during Grand Jury and trial preparation; notification to county court judges of a victim's request to be present and deliver a victim impact statement at sentence; providing victims with detailed information about stages of the criminal prosecution; arranging meetings with and acting as a liaison to the District Attorney to give victims a voice during pre-trial proceedings; upholding a victim's right to restitution and once paid, submitting the funds to them; and finally ensuring the prompt return of property belonging to victims which was seized by the police and held as evidence.

In this proposal, we are seeking funding for the next three years sufficient to sustain current staffing levels within the VWAP and the CAC. Specifically, salary and fringe of the Program Director of the VWAP, salary and fringe of three victim specialists, and salary and fringe of the Multidisciplinary Team Case Coordinator at the CAC. Providing supplemental funding for these positions keeps the programs running at current capacity. The Program Director will oversee the day-to-day operations and provide direct service skills supervision to program staff and volunteers. The Director will also provide direct services to crime victims and be tasked with administrative duties required by the NYS Office of Victim Services (OVS) and VOCA. Lastly, the Director will evaluate program efficiency, set policy, and tailor services to meet trends and emergent issues of crime victims.

The three victim specialists will provide direct services to crime victims in both the VWAP and CAC programs. Direct services include completing and submitting compensation claim applications; individual counseling; short-term emotional support; notification of criminal justice events; and notification of crime victim rights. Along with the Director, victim specialists will assist a crime victim in preparing and delivering victim impact statements and the return of seized property. We are also seeking supplemental funding for the MDT Case Coordinator stationed at the CAC. This is a position that was funded by a single source award from VOCA in 2018 after a site visit and audit for national accreditation identified a deficiency in case tracking. The MDT Case Coordinator position remedied this deficiency by ensuring outstanding tasks are completed and documented and ensured proper services are being provided to children where abuse and neglect exists. The MDT Case Coordinator is responsible for case tracking, which is required for

national accreditation, but more importantly the scheduling of forensic interviews, and supervising case reviews on all abuse/neglect cases handled by the CAC. Additionally, the MDT Case Coordinator provides direct services to children such as assistance with compensation claims; outreach and follow-up with non-offending parents/guardians; opening and tracking new cases; referrals to other agencies and information about those agencies; and overall emotional support through the interview process. Without this position, the CAC would no longer function at the current capacity and cases coming through the CAC would lack follow through and oversight.

Coordinated Services:

Along with funding to offset expenses related to salary and fringe of program staff, we are seeking funding to continue coordinated services with current contractors at the CAC. In this regard, we are asking for funding to keep the mental health clinician and the forensic interviewer co-located so the investigative process is streamlined and the trauma caused by interviews is reduced. As identified earlier, having a mental health clinician present and available removes a long wait list and the requirement of having an open preventative services case. Co-location allows for every child who comes to the CAC to receive mental health counseling, or at least be offered it, with no strings attached and no waiting period. Additionally, having a forensic interviewer on site improves the quality of interviews and assures that a child will not be interviewed multiple times during the investigation of the incident. This reduces the trauma to a child by having to re-tell their story multiple times. By coordinating services, we intend on addressing new gaps that we have identified those being services to individuals with limited English proficiency, who are deaf and hard of hearing, and vulnerable adults with cognitive impairments. These vulnerable populations fall victim to many crimes including scams and identity theft and when program staff struggle to effectively communicate with a crime victim whose primary language is not English, or cannot hear, providing services becomes very difficult. The ideal remedy to address this gap is to hire an individual who is fluent in several different languages and American Sign Language. The reality is the search and hiring of such an individual with these capabilities would be very long and there are crime victims today that need to access services we provide. Instead, we will work with agencies who offer language interpretation services, including American Sign Language, to improve communication to provide the best service possible. In addressing services to the elderly and adults with cognitive impairments, we will participate in an Enhanced Multidisciplinary Team (E-MDT) Taskforce that includes prosecutors and law enforcement to educate the public on scams and identity theft as well as inform crime victims of their rights; the services that are available; how to access those services; and provide any assistance necessary in accessing those services.

Finally, we are continuing our efforts on developing and implementing a plan to address

the need of victims, their families, and the community after a mass casualty event should one take place here in Schenectady County. We have made a great deal of progress in this regard and are preparing to present our suggestions to the County Manager on amendments to the Emergency Services Plan. This is one area that has stalled due to the pandemic as the focus over the last two years has been COVID and the vaccine program. We believe this will make it to the County Manager during this year and the suggested amendments will be adopted.

We have re-examined gaps in service from our last award and described in detail how supplemental funding from VOCA assisted in bridging those gaps so to provide crime victims with needed assistance. New gaps have been identified and potential solutions have been provided; however, this will require the program staff currently in place to remain. With the absence of funding, staff positions are in jeopardy as well as the ability to provide services to crime victims. If this occurs we are likely to fall back to what we faced in 2017 with victims presenting to our program needing help and not enough staff to provide that help.

Program Evaluation:

All programs and initiatives must be evaluated from time to time to measure if the program is meeting the goals set forth and how effective the program is in what it says it will do. Our programs are no different. For the VWAP, this process of evaluation began in 2014. During the last request for funding, we identified three goals that we believed we could achieve if continued funding was awarded. We are happy to report those goals have been reached. They were:

To ensure that essential services being provided now continue.

To reach the underserved populations in the towns of Glenville, Rotterdam, Niskayuna, Princetown, Duanesburg, and the village of Scotia.

Work with community leaders on developing and implementing a plan to address the need of victims, their families, and the community after a mass casualty event.

It is our intention over the next three years to continue to use a process and outcome evaluation to evaluate the VWAP program as we did in 2014 and again in 2019. Victimization data collected will be compared to crime rates reported by the NYS Division of Criminal Justice to identify trends, deficiencies, and gaps in services. Once identified, the Program Director will set policy and seek funding, where applicable, to address gaps in services and deficiencies to provide the best service to crime victims. The goals we set out to achieve in the last request for funding have been achieved and with continued funding we hope to achieve the following new goals over the next three years:

Goals:

Ensure that essential services offered now continue to provide the best service to all crime victims.

Continue coordinated services with contractors currently working with the CAC program to ensure the best service provided to children.

Begin new coordinated services to provide the best services to victims with limited English proficiency and who are deaf and hard of hearing.

To educate vulnerable populations such as the elderly and adults with cognitive impairments on scams and identity theft and to inform these populations of their rights and the services available to them if they fall victim to this type of crime.

Objectives:

To secure VOCA funding that will supplement county tax revenue to support salary and a small portion of fringe of program staff.

To secure VOCA funding that will continue contracts with the CAC and establish new contracts with individuals and/or agencies who provide language interpretation services.

To assist in the creation of an E-MDT Taskforce to help educate vulnerable populations on scams and identity theft as well as inform them of rights and services available.

To date the CAC program has not conducted any type of survey or statistical analysis to measure program effectiveness. It is our further intention starting with the new award to change this and begin the evaluation process with this program. To start, we will employ the same process as with the VWAP, a process and outcome evaluation, and analyze statistical data. As time moves on, and because the CAC has linkage agreements with other agencies, it is possible that surveys will be used to judge the effectiveness of the CAC and identify what areas need to change to provide the best service to crime victims. Once the evaluation is complete, program staff will be in a better position to evaluate the program and make decisions on goals and objectives going forward.

References:

NYS Division of Criminal Justice Services. (2021, August). Retrieved January 14, 2022 from www.criminaljustice.ny.gov/crimnet/ojsa/stats.htm
United States Census Bureau. (2020, April). Retrieved January 14, 2022 from www.census.gov/quickfacts/fact/table/us/PSTO45221

Organizational Capacity

The Office of the Schenectady County District Attorney employs twenty-four prosecuting attorneys organized into nine bureaus responsible for the prosecution of offenders. These bureaus consist of: Grand Jury; Special Victims Unit; County Court; City Court; Major

Crimes; Intelligence and Investigations; Appeals; Homicide; and Crimes Against Revenue Prosecution, commonly known as CARP. In addition, we have a victim assistance unit that provides direct services to crime victims and witnesses through each stage of the criminal justice process. Direct services is defined as compensation claims assistance, opening new cases, short-term counseling in person or by telephone, providing information and referrals, advocacy and support during criminal justice proceedings, personal advocacy to other victim service providers, and accompaniment to criminal justice events including forensic sexual assault exams and forensic interviews to name a few.

The Victim/Witness Assistance Program, established in 1997, is comprised of three victim specialists and the Program Director all who have various backgrounds. In 2008 the Child Advocacy Center was created and provides victim services to children who have experienced abuse and/or neglect. Staff in the VWAP program provide direct services to crime victims such as assistance with compensation claims; individual counseling in person or over the phone; short-term emotional support; criminal justice advocacy and accompaniment; assistance with delivering victim impact statements and obtaining

restitution; and the return of property seized as evidence by the police. All these services are available and offered after a criminal incident takes place and some of them are court-related services that are only available if an arrest occurs. Services offered by the VWAP are offered at any of the criminal court houses throughout Schenectady County, all police departments within Schenectady County, the Schenectady County Sheriff's Department, and when the need arises directly in the community. Services are offered by way of referrals from court staff and law enforcement officials. Additionally, the agency website details services available to crime victims and who to contact for assistance.

Finally, an on-going recruitment of volunteers helps to promote the availability of services within the community, what those services are, and where to go to access them. As discussed earlier, the VWAP has a good history of providing victim services starting in 1997 when 381 victims received assistance. The VWAP was just starting out, only had one victim specialist, and limited resources. If we examine more recent data, in 2020 the VWAP provided services to 1,184 crime victims and in 2021 that number rose to 1,359. Even during the struggles our nation has seen over the last couple of years this program has continued to help individuals on a consistent basis. The CAC is a victim service program under the umbrella of the VWAP. The MDT Coordinator oversees the daily operations of the CAC and the multidisciplinary team which involves several agencies tasked with investigation of alleged abuse and neglect of children. The MDT Case Coordinator is responsible for case tracking and the scheduling of forensic interviews. Additionally, the MDT Case Coordinator is responsible for direct services to crime victims as outlined above. The CAC has roughly 300-400 children come through their doors on an annual basis. Not all of them will receive services unless the incident results in a

criminal arrest or proceedings conducted in Family Court. The first year that victimization data was captured was 2018. During this year 142 child victims received assistance. In 2019, that number rose to 209, and by the end of 2020 that number climbed to 292. The CAC targets children only who have suffered abuse or neglect. Services are similar in nature to the VWAP; however, there are no court-related services available. Those services include assistance with completing and submitting compensation claims; emotional support during interviews and medical exams; information on the criminal process and the Family Court process; and referrals to other agencies for assistance. Cases that result in criminal prosecution are transferred to the VWAP once the offender has been charged.

The Victim/Witness Assistance Program along with all the bureaus and prosecutors, work together to accomplish the mission of the District Attorney's Office – the prosecution of all crimes and violations that occur within county lines, holding offenders accountable, and seeking justice for crime victims. In accomplishing the DA's mission, the office coordinates efforts with local, state, and federal law enforcement agencies to hold offenders accountable while at the same time the victim assistance programs work with community partners such as the YWCA of Northeastern NY, Planned Parenthood of Greater NY, as well as partners outside county lines such as Equinox and Unity House in keeping victims safe and promoting victim rights. Since taking office in 1990, attending to the needs of crime victims has been a priority for DA Carney. Balancing fair and equitable treatment of offenders with justice for victims is challenging and not easily achieved. The establishment of the VWAP in 1997, and the creation of the CAC in 2008, addressed the issue of where, and to whom, a victim of crime could go to get assistance and information about specific criminal cases and the criminal justice process.

Budget Narrative

Program Director:

The Victim/Witness Assistance Program of the Schenectady County District Attorney's Office was developed in response to the growing need for victim advocacy throughout the county. The purpose of the program is to provide a variety of court related and social services designed to meet the needs of crime victims and their families. The mission of the program is to provide comprehensive victim services in Schenectady County, via a coordinated effort between the District Attorney's Office and the various law enforcement and social service agencies in the community. The day-to-day operations are directed by the Program Director.

The Program Director provides assistance at every stage of the criminal justice process as well as follow-up services after case disposition. In the greatest capacity, the Director acts as a liaison between the victim and prosecutor supporting the victim's

position in each matter, assists the victim with completing and submitting compensation claim applications; provides case status updates; explains criminal court procedures; and maintains contact with victims and encourages participation throughout the pendency of the case. The Director provides all notifications required by law including notification of pre-trial hearings, notice of trial, entry of guilty plea, sentencing, and right to deliver a victim impact statement. The Director also informs victims of parole board hearing dates scheduled by the New York State Department of Corrections and Community Supervision. Finally, the Director is responsible for accompanying victims to court, police stations, and the District Attorney's Office; assists victims with requesting restitution; and provides short-term counseling and referrals to social service agencies in the county.

In addition to direct services to crime victims, the Director is responsible for the creation of a volunteer program and the recruitment of volunteers. Supervision of each victim specialist in the unit that includes supervision of direct service skills, work product including the assignment of cases, and education on the criminal justice process. The Director evaluates program efficiency and sets policy to address emerging issues. The Director provides coverage in the Schenectady County Court and directs program staff in providing coverage and services in the Schenectady City Court and surrounding town and village courts. This provides opportunities to perform intake assessments in the busiest criminal courts in the county. Many of all cases that come through the doors of these courts have a victim where services are needed and requested. This typically is the victims' first contact with the criminal justice system and their opportunity to ask questions; receive information; present their position on the case; and to build a relationship with the District Attorney's Office.

Schenectady City Court, and the town and village courts, are the initial stage where a case begins. Felony cases which are presented to Grand Jury for indictment eventually move to County Court. Therefore, specialists at each level are essential to ensure a smooth transition for victims from one court to the next. Ninety percent of the Director's time is spent on providing direct services to victims. The remaining ten percent is split between completing VOCA administrative tasks such as report filing and grant required tasks (5%) and working on other VOCA allowable activities (5%) such as providing supervision on direct service skills to program staff and maintaining the volunteer program.

Victim Specialist:

In addition to the Program Director, the Victim/Witness Assistance Program has three victim specialists who provide direct services to crime victims. The victim specialists offer direct services to crime victims at every stage of the criminal process. Each specialist acts as a liaison between the victim and prosecutor ensuring the victim has a voice in the process and their rights are enforced. Each specialist assists crime victims with completing and submitting compensation claim applications; assists in

assessing victim needs and makes referrals to appropriate agencies which can provide financial, physical, emotional, and material assistance; assists in providing notifications required by law to victims and/or affected family members including survivors of homicides. Each specialist encourages victim participation in court during each stage of the criminal justice process; acts as a contact person for crime victims to obtain information and answer questions concerning the status of the criminal case; assists crime victims in preparing and delivering victim impact statements as well as accompanying victims to scheduled court appearances. Finally, each victim specialist assists the Program Director in capturing victimization data on services provided to report in the Performance Measurement Tool (PMT).

There are seven jurisdictions in Schenectady County each with their own court that victim specialists cover. Jurisdictions include the towns of Glenville, Niskayuna, Rotterdam, Duaneburg, Princetown, the village of Scotia, and the city of Schenectady. Many of these jurisdictions have proceedings scheduled during the evening specifically the town and village courts. When appearances in court are required, victim specialists split the town court responsibilities. Victim Specialist #1 covers Rotterdam, Niskayuna, and Princetown. Victim Specialist #2 covers Glenville, Scotia, and Duaneburg. Victim Specialist #3 is assigned to the Child Advocacy Center. The cases that come out of the Schenectady City Court are randomly assigned to each specialist. Court appearances due to COVID protocols have been reduced and many times cases that come from these jurisdictions where victim services are needed, are handled remotely or by inviting the victim into the DA's Office. One hundred percent of time from each victim specialist is spent towards providing victim services to crime victims.

MDT Case Coordinator.

The MDT Case Coordinator is a position that is located at the Child Advocacy Center (CAC) and has a broad scope of responsibilities. All of the responsibilities involve providing direct services to crime victims. Some of the responsibilities involve necessary operation of the CAC that is required for national accreditation. Direct service includes the opening and coordination of cases for the Multidisciplinary Team (MDT); the Case Coordinator works closely with team members that include law enforcement, Child Protection Services, and the Schenectady County District Attorney's Office to ensure that cases are being investigated collaboratively throughout MDT involvement; facilitates case conferencing prior to and directly after forensic interviews; ensures that each child served by the MDT is offered a medical exam, mental health trauma counseling, and assistance from a victim specialist; completes and submits OVS compensation claim applications. The Case Coordinator further obtains or completes all required paperwork and documentation including that which is needed for the Performance Measurement Tool and required grant reporting.

Duties that are required for national accreditation include tracking cases in the

CAC database known as Collaborate and assists the MDT Coordinator with maintaining the database and reporting statistical data. The Case Coordinator assists the MDT Coordinator with establishing and facilitating community awareness and education initiatives regarding issues related to child abuse and assists the MDT Coordinator with achieving the performance targets and milestones set forth in the NYS Office for Child and Family Services MDT grant requirements. Ninety percent of the MDT Case Coordinator's time is spent towards providing direct services to crime victims and ten percent is spent on other VOCA allowable activities.

Mental Health Clinician:

Mental health services are an important part of the services offered at the CAC. It is equally important to have this position co-located in the building. Prior to 2018, the CAC referred children who disclosed abuse to an independent contractor for counseling. For the clinician to add the child to the case load, the family was required to have an open preventative services case and be patient while the child moved up the long wait list. Many families would not agree to this and would not wait for a spot to open for the child to begin counseling. This was identified as a gap in services and addressed in 2019 with VOCA funding. After the award, a contract was put in place with the YWCA of Northeastern NY to provide us with a mental health clinician whose focus would be children and would be co-located at the CAC. Funding requested in this application includes salary and fringe of the counselor and clinical supervision of the counselor which is a requirement from the NYS Division of Licensing Services. Services the clinician will provide include: crisis intervention services; trauma-specific assessment including full trauma history; use of standardized measures or assessment tools initially and periodically; family/caregiver engagement; individualized treatment plan that is periodically re-assessed; individualized evidence-informed treatment appropriate for the child and family; referral to other community services as needed; and clinical supervision.

Forensic Interviewer:

The forensic interview is also an important part of the services offered at the CAC. Having one person who is trained in how to conduct interviews with children and who has extensive law enforcement experience, is very beneficial in streamlining the process for children. The idea behind a child advocacy center is to have a safe environment for a child to go where they will feel comfortable in talking about what happened to them and disclosing the details of abuse. The forensic interviewer creates that environment and as a result builds stronger cases to hold offenders accountable. The forensic interview is also an important aspect of the MDT paradigm and the interviewer participates during all MDT case reviews. The requested grant funds are to cover salary only of the Interviewer. Services the Interviewer will provide include specialized trauma-focused interviews for child victims and non-offending child family members. The

Interviewer will also be required to attend and participate during all MDT case reviews involving the Interviewer's interviews.

As stated earlier, the mission of the Victim/Witness Assistance Program is to provide comprehensive victim services in Schenectady County, via a coordinated effort between the District Attorney's Office and the various law enforcement and social service agencies in the community. Positions described in this budget narrative are essential in keeping the programs functioning at current levels and crucial in providing needed services to crime victims. Both the mental health clinician and the forensic interviewer are contract positions and not employees of Schenectady County.

Match:

Since our program is not a new program and has received funding in the past from VOCA, our match responsibility is 20%. For the first year of the proposed budget the match requirement has been waived. Since award amounts must be identical for the three year contract period, our match requirement for years two and three are \$105,566. We intend on reporting match by using a small amount of the Program Director's salary and the fringe of the program staff. The anticipated fringe rate for the Schenectady County District Attorney's Office for 2022-2023 is 40.82%. For year two, we estimate using \$7,203 is salary from the Program Director and \$109,849 in fringe for a total of \$117,052. For year three we are unsure what the fringe rate will be; therefore, we are projecting the same rate as year two. We will use \$7,364 in salary from the Director and \$112,321 in fringe for a total match of \$119,685.

As stated throughout the program narrative, these positions are crucial in providing victim services to the community. Without these positions, services are impacted drastically and without monetary help to offset cost of a program of this nature cutbacks and layoffs are sure to follow.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

1 Assistance with a victim compensation application -

Tasks

1.1 Providing assistance in completing a victim compensation application - Your program will provide assistance in completing victim compensation applications when applicable

Performance Measures

1.1.1 Will you be providing compensation application assistance to victims? - Yes

**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 Attachment 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

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 or initial payment is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: **Quarterly Reimbursement**
 Number of Days/Claims: **30**

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	

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 20 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 45 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 45 days after the end of the contract period.

Consolidated Fiscal Report (CFR)

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

1

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

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B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Contract Number: # OVS01-C11368GG-1080200