**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

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| STATE AGENCY (Name & Address):  NYS Education Department  89 Washington Avenue  Room 503W - EB  Albany, NY 12234 | BUSINESS UNIT/DEPT. ID: SED01/3300390  CONTRACT NUMBER: «ContractNumb»  CONTRACT TYPE:  Multi-Year Agreement  Simplified Renewal Agreement  Fixed Term Agreement |
| CONTRACTOR SFS PAYEE NAME:  «LegalVendorName» | TRANSACTION TYPE:  New  Renewal  Amendment |
| CONTRACTOR DOS INCORPORATED NAME:  «LegalVendorName» | PROJECT NAME:  ESSA, Title IV Part B Nita M. Lowey 21st Century Community Learning Centers |
| CONTRACTOR IDENTIFICATION NUMBERS:  NYS Vendor ID Number: «SfsVendorID»  Federal Tax ID Number: «FederalID»  DUNS Number (if applicable): | AGENCY IDENTIFIER:  CFDA NUMBER (Federally Funded Grants Only): |
| CONTRACTOR PRIMARY MAILING ADDRESS:  «Address»  «Address2»  «City», «State» «Zip»  CONTRACTOR PAYMENT ADDRESS:  Check if same as primary mailing address  CONTRACT MAILING ADDRESS:  Check if same as primary mailing address | CONTRACTOR STATUS:  For Profit  Municipality, Code:  Tribal Nation  Individual  Not-for-Profit  Charities Registration Number:  «CharityNumber»  Exemption Status/Code:  Sectarian Entity |

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

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| CURRENT CONTRACT TERM:  From: July 1, 2022 To: June 30, 2027  CURRENT CONTRACT PERIOD  From: July 1, 2022 To: June 30, 2027  AMENDED TERM:  From: To:  AMENDED PERIOD  From: To: | CONTRACT FUNDING AMOUNT  (*Multi-year* – enter total projected amount of the contract; *Fixed Term/Simplified Renewal* – enter current period amount):  CURRENT: «Amount»  AMENDED:  FUNDING SOURCE (S)  State  Federal  Other |
| FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:  (Out years represent projected funding amounts)   |  |  |  |  |  | | --- | --- | --- | --- | --- | | # | CURRENT PERIOD | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT | |  | 7/1/22-6/30/23 | <<yearly>> |  |  | |  | 7/1/23-6/30/24 | <<yearly>> |  |  | |  | 7/1/24-6/30/25 | <<yearly>> |  |  | |  | 7/1/25-6/30/26 | <<yearly>> |  |  | |  | 7/1/26-6/30/27 | <<yearly>> |  |  | | |
| ATTACHMENTS PART OF THIS AGREEMENT:  Attachment A:   A-1 Program Specific Terms and Conditions  A-2 Federally Funded Grants  Attachment B:  B-1 Expenditure Based Budget  B-2 Performance Based Budget  B-3 Capital Budget  B-1 (A) Expenditure Based Budget (Amendment)  B-2 (A) Performance Based Budget (Amendment)  B-3 (A) Capital Budget (Amendment)  Attachment C: Work Plan  Attachment D: Payment and Reporting Schedule  Attachment R: Data Security and Privacy Plan  Other: | |

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

|  |  |
| --- | --- |
| CONTRACTOR:  «LegalVendorName»  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | THE PEOPLE OF THE STATE OF NEW YORK  Betty A. Rosa  Commissioner of Education  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Julia Patane or Aaron Baldwin  Authorized Contract Officers  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

STATE OF NEW YORK

County of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, \_\_\_\_, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, that he/she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- |
| ATTORNEY GENERAL’S SIGNATURE  Printed Name  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | STATE COMPTROLLER’S SIGNATURE  Printed Name  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

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

# WITNESSETH:

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

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

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

# STANDARD TERMS AND CONDITIONS

1. **GENERAL PROVISIONS**
   1. **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.
   2. **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).

# 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
  1. **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).
  2. **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.
  3. **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

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).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

* 1. **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.
  2. **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.
  3. **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.

# Notice:

* + 1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
       1. by certified or registered United States mail, return receipt requested;
       2. by facsimile transmission;
       3. by personal delivery;
       4. by expedited delivery service; or
       5. 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.
  1. **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.
  2. **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.
  3. **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.
  4. **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.
  5. **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.
  6. **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.
  7. **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.
  8. **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.
  9. **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
  10. **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.
  11. **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.
  12. **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

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.

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.

# TERM, TERMINATION AND SUSPENSION

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

# 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.

## Renewal Notice to Not-for-Profit Contractors:

* + - 1. 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.

* + - 1. 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.

# Termination:

## Grounds:

* + - 1. Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
      2. 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.
      3. 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.
      4. Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
      5. 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.
      6. 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.

## Notice of Termination:

* + - 1. Service of notice: Written notice of termination shall be sent by:
         1. personal messenger service; or
         2. certified mail, return receipt requested and first class mail.
      2. 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:
         1. 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
         2. 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.

## Effect of Notice and Termination on State’s Payment Obligations:

* + - 1. 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.
      2. 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.

## 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:

* + - 1. the repayment to the State of any monies previously paid to the Contractor; or
      2. the return of any real property or equipment purchased under the terms of the Master Contract; or
      3. 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.

* 1. **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.

# PAYMENT AND REPORTING

* 1. **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.

# 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.

* + 1. 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.
    2. 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.

# 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.

* + 1. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
       1. 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.
       2. 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.

* + - 1. 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.

* + - 1. Milestone/Performance Reimbursement: 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.

* + - 1. 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.
      2. 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.
      3. 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

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.

reports shall be used to determine funding levels appropriate to the next annual contract period.

* + - 1. 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).
      2. 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.
    1. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
    2. 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.
    3. 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.
    4. 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.
    5. 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.

# Identifying Information and Privacy Notification:

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.

* + 1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor’s Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor’s Federal employer identification number,

(ii) the Contractor’s Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

* + 1. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The 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.

# 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.
  1. **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.

# 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:
       1. 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:
          1. *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.
          2. *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.)
          3. *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.
          4. *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).
          5. *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).
       2. 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:
          1. *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.
          2. *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).

# 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.

# ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

* 1. **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.

* + 1. 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.

# 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). 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.
    5. 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.

# 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.

# 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.
       1. 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.
       2. 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.
       3. 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.
       4. 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. A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
       5. 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.
       6. 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:
       1. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
       2. 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.

# Records and Audits:

## General:

* + - 1. 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).
      2. 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

1. 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:

* 1. 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.
  2. 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.
  3. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  4. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
     + 1. 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.
       2. 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.
       3. 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.

## Cost Allocation:

* + - 1. 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.
      2. 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.
    1. ***Federal Funds*:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
  1. **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).

# 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:
       1. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
       2. 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.
  1. **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.
  2. **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.
  3. **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.

* 1. **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:
       1. 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;
       2. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92- 261), as amended;
       3. 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
       4. 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.

# 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.
  1. **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.

# 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:
       1. to require updates or clarifications to the Questionnaire upon written request;
       2. to inquire about information included in or required information omitted from the Questionnaire;
       3. to require the Contractor to provide such information to the State within a reasonable timeframe; and
       4. 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
       5. 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.

* + 1. 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.
    2. 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:
       1. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
       2. the State’s discovery of any material information which pertains to the Contractor‘s responsibility.
    3. 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.
  1. **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.
  2. **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.
  3. **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

9 Not applicable to not-for-profit entities.

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.

ATTACHMENT A-1-A

AGENCY SPECIFIC TERMS AND CONDITIONS FOR

NEW YORK STATE EDUCATION DEPARTMENT GRANT CONTRACTS

# General

1. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
2. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at http:/www.nysed.gov/cafe/.
3. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
4. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

Safeguards for Services and Confidentiality

1. Notwithstanding Standard Terms and Conditions IV (G) (3), any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.

B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.

C. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.

D. No fees shall be charged by the Contractor for training provided under this agreement.

E. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.

F. All inquiries and requests regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.

G. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

H. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

**ATTACHMENT A-1-B**

**PROGRAM SPECIFIC TERMS AND CONDITIONS**

|  |  |  |
| --- | --- | --- |
| 1. Grant Award Recipient | 2.a. Project # for Budget Period | 2.b. Contract Number |
| 3. Agency Code | |
| 4. Funding Source | 6. Law:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Regulations:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Commissioner’s Regulations:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 5. Funding Amounts  Contract Period:  Budget Period: |
| 7. Funding Dates  Contract Period:  Budget Period: | 8. CFDA Index Number | |
| 9. First Payment for Budget Period | 10. Final Report (FS-10-F) Due for Budget Period | |
| 11. SED Fiscal Contact | 12. SED Program Contact | |
| It is the grantee’s responsibility to conduct activities in accordance with applicable statutes, regulations, policies, terms, conditions and assurances. All grants are subject to further review, monitoring and audit to ensure compliance. The Department has the right to recoup funds if the approved activities are not performed and/or the funds are expended inappropriately.  In accordance with Section 41 of the State Finance Law, the State shall have no liability under this grant to the grantee or to anyone else beyond funds appropriated and available for this grant. | | |

ATTACHMENT B-1

EXPENDITURE BASED BUDGET

**The University of the State of New York PROPOSED BUDGET FOR A**

**THE STATE EDUCATION DEPARTMENT FEDERAL OR STATE PROJECT**

***(see instructions for mailing address)* FS-10 (03/10)**

**Local Agency Information**

Funding Source: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Report Prepared By: |  | | | | |
| Agency Name: |  | | | | |
| Mailing Address: |  | | | | |
|  | Street | | | | |
|  |  |  |  |  |  |
|  | City |  | State |  | Zip Code |

Telephone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Operation Dates: \_\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_ \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_ Start End

**INSTRUCTIONS**

* **Submit the original budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying.** DO NOT submit this form to the Grants Finance.
* Enter whole dollar amounts only.
* Prior approval by means of an approved budget (FS-10) or budget amendment (FS-10-A) is required for:
* Personnel positions, number and type
* Beginning with the 2005-06 budgets, equipment items having a unit value of $5,000 or more, number and type
* Budgets for 2004-05 and earlier years equipment items having a unit value of $1,000 or more, number and type
* Minor remodeling
* Any increase in a budget subtotal (professional salaries, purchased services, travel, etc.) by more than 10 percent or $1,000, whichever is greater
* Any increase in the total budget amount.
* Certification on page 8 must be signed by Chief Administrative Officer or designee.
* High quality computer generated reproductions of this form may be used.
* For changes in agency or payee address contact the State Education Department office indicated on the application instructions for the grant program for which you are applying.
* For further information on budgeting, please refer to the Fiscal Guidelines for Federal and State Aided Grants which may be accessed at www.oms.nysed.gov/cafe/ or call Grants Finance at (518) 474-4815.

**SALARIES FOR PROFESSIONAL STAFF: Code 15**

Include only staff that are employees of the agency. Do not include consultants or per diem staff. Do not include central administrative staff that are considered to be indirect costs, e.g., business office staff. One full-time equivalent (FTE) equals one person working an entire week each week of the project. Express partial FTE's in decimals, e.g., a teacher working one day per week equals .2 FTE.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 15 |  |

**SALARIES FOR SUPPORT STAFF: Code 16**

Include salaries for teacher aides, secretarial and clerical assistance, and for personnel in pupil transportation and building operation and maintenance. Do not include central administrative staff that are considered to be indirect costs, e.g., account clerks.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 16 |  |

**PURCHASED SERVICES: Code 40**

Include consultants (indicate per diem rate), rentals, tuition, and other contractual services. Copies of contracts may be requested by the State Education Department. Purchased Services from a BOCES, if other than applicant agency, should be budgeted under Purchased Services with BOCES, Code 49.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Provider of**  **Services** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 40 |  |

**SUPPLIES AND MATERIALS: Code 45**

Beginning with the 2005-06 year include computer software, library books and equipment items under $5,000 per unit. For earlier years include computer software, library books and equipment items under 1,000 per unit.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 45 |  |

**TRAVEL EXPENSES: Code 46**

Include pupil transportation, conference costs and travel of staff between instructional sites. Specify agency approved mileage rate for travel by personal car or school-owned vehicle.

|  |  |  |  |
| --- | --- | --- | --- |
| **Position of Traveler** | **Destination**  **and Purpose** | **Calculation**  **of Cost** | **Proposed**  **Expenditures** |
|  |  |  |  |
|  |  | Subtotal - Code 46 |  |

**EMPLOYEE BENEFITS: Code 80**

Rates used for project personnel must be the same as those used for other agency personnel.

|  |  |  |
| --- | --- | --- |
| **Benefit** | | **Proposed Expenditure** |
| **Social Security** | |  |
| **Retirement** | **New York State Teachers** |  |
| **New York State Employees** |  |
| **Other** |  |
| **Health Insurance** | |  |
| **Worker's Compensation** | |  |
| **Unemployment Insurance** | |  |
| **Other (Identify)** | |  |
|  | |  |
|  | |  |
|  | |  |
| Subtotal – Code 80 | |  |

**INDIRECT COST: Code 90**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. Modified Direct Cost Base – Sum of all preceding subtotals (codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding $25,000 and any flow through funds) | $ |  | | (A) |
| B. Approved Restricted Indirect Cost Rate |  | | % | (B) |
| C. (A) x (B) = Total Indirect Cost Subtotal – Code 90 | $ |  | | (C) |

**PURCHASED SERVICES WITH BOCES: Code 49**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Services** | **Name of BOCES** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 49 |  |

**MINOR REMODELING: Code 30**

Allowable costs include salaries, associated employee benefits, purchased services, and supplies and materials related to alterations to existing sites.

|  |  |  |
| --- | --- | --- |
| **Description of Work**  **To be Performed** | **Calculation of**  **Cost** | **Proposed**  **Expenditure** |
|  |  |  |
|  | Subtotal – Code 30 |  |

**EQUIPMENT: Code 20**

Beginning with the 2005-06 year all equipment to be purchased in support of this project with a unit cost of $5,000 or more should be itemized in this category. Equipment items under $5,000 should be budgeted under Supplies and Materials, Code 45. Repairs of equipment should be budgeted under Purchased Services, Code 40.

For earlier years the threshold for reporting equipment purchases was $1,000 or more. Equipment items under $1,000 should be budgeted under Supplies and Materials.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 20 |  |

**BUDGET SUMMARY**

|  |  |  |
| --- | --- | --- |
| **SUBTOTAL** | **CODE** | **PROJECT COSTS** |
| Professional Salaries | 15 |  |
| Support Staff Salaries | 16 |  |
| Purchased Services | 40 |  |
| Supplies and Materials | 45 |  |
| Travel Expenses | 46 |  |
| Employee Benefits | 80 |  |
| Indirect Cost | 90 |  |
| BOCES Services | 49 |  |
| Minor Remodeling | 30 |  |
| Equipment | 20 |  |
| Grand Total | |  |

**CHIEF ADMINISTRATOR'S CERTIFICATION**

*I hereby certify that the requested budget amounts are necessary for the implementation of this project and that this agency is in compliance with applicable Federal and State laws and regulations.*

\_\_\_\_/\_\_\_\_ /\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name and Title of Chief Administrative Officer**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Agency**  **Code:** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Project #:**  **(If pre-assigned)** |  |  |  |  |  |  |  |  |  |  |  |  |

**ATTACHMENT C**

WORK PLAN

# Purpose of Grant Program

The Nita M. Lowey 21st Century Community Learning Centers (21st CCLC) program is authorized under Title IV, Part B of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA) of 2015.[[1]](#footnote-1) Its purpose is to provide opportunities for communities to establish or expand activities in community learning centers that:

1. provide opportunities for academic enrichment, including providing tutorial services to help students, particularly students who attend low-performing schools, to meet the challenging State academic standards;
2. offer students a broad array of additional services, programs, and activities, such as youth development activities, service learning, nutrition and health education, drug and violence prevention programs, counseling programs, arts, music, physical fitness and wellness programs, technology education programs, financial literacy programs, environmental literacy programs, mathematics, science, career and technical programs, internship or apprenticeship programs, and other ties to an in-demand industry sector or occupation for high school students that are designed to reinforce and complement the regular academic program of participating students; and
3. offer families of students served by community learning centers opportunities for active and meaningful engagement in their children’s education, including opportunities for literacy and related educational development.

All three program components (above) must be offered through each center and must be available to all participating students.

Multiple program options may be used by recipients of 21st CCLC funding, including before school, after school, weekends, holidays or summer recess. Program funds may also be used to expand learning time to provide activities within the school day in schools implementing an expanded learning time program that provides students with at least 300 additional program hours per year before, during, or after the traditional school day, week or year. Expanded learning includes the time that a school expands its normal school day, week, or year to provide additional instruction or educational programs for all students beyond the State-mandated requirements for the minimum number of hours in a school day, days in a school week, or days or weeks in a school year. Contractors requesting use of 21st CCLC funds during the mandatory school day must demonstrate that the expanded learning program of the school(s) served, inclusive of the proposed 21st CCLC program, will provide students at least 300 additional program hours per year before, during, or after the traditional school day.

For the purposes of this contract, the “traditional” school year is defined as 900 hours of instruction (typically 180 days x 5 hours per day) per year at the elementary level through grade 6, and 990 hours of instruction (180 days x 5.5 hours per day) in grades 7-12.

For the purposes of this contract, the “mandatory” school day, week or year is defined as the hours of attendance that all students enrolled in the school are required to be present for.

# Project Funding

Approximately $95 million is expected to be available annually statewide for subgrants. Each applicant may apply for an annual grant award from a minimum of $50,000 to a maximum of $1,200,000. A single agency **may not apply** for more than $1,200,000 total, either as a lead agency, a partner agency in multiple subgrants, or as a combination of lead and partner agency, in this competition even though an agency may not be successfully awarded in each case. For-profit agencies may apply for an annual grant award of up to a maximum of $400,000. The amount of 21st CCLC funds requested, divided by the maximum anticipated number of students served, must not exceed an annual amount of $2,100. Meaning, the maximum request amount *per student* is $2,100. **Awards for applicants that exceed this amount will be reduced to comply with the cap, but with the same level of services expected.**

If new or additional funding becomes available, and NYSED chooses to distribute this funding to subgrantees, NYSED will allocate the funds in this order by:

1. Making whole any funded programs that have received a partial award;
2. Approving awards, in rank order by region, for eligible applicants who received passing scores, but who did not rank high enough to receive the initial funding; and
3. Allocating additional funds among already awarded programs. Maximum request amounts will be established by distributing funding proportionally (based on total annual budget) to those currently funded projects.

Such plan will be subject to review and approval by the Office of the State Comptroller.

A decrease in funding for any subsequent funding year will result in a proportional reduction to all funded projects based on total annual budget.

# Project Period

Subgrants will be for 5 years; anticipated to begin July 1, 2022 and to end June 30, 2027, subject to availability of funds from the United States Department of Education and full compliance and satisfactory performance of the subgrantee in the previous year.

# Eligible Applicants

Any public or private organization who meets the eligibility requirements can apply for 21st CCLC funding. An “eligible entity”refers to an LEA, community-based organization (CBO), Indian tribe or tribal organization (25 U.S.C. Section 5130), another public or private entity, or a consortium of two or more such agencies, organizations, or entities (20 U.S.C. Section 7171[b][3]). This includes public school districts, BOCES, charter schools, private schools, nonprofit agencies, city or county government agencies, faith-based organizations, institutions of higher education, Indian tribes or tribal organizations, and for-profit corporations.

To be eligible for this grant, at least 2/3 of the students an applicant is proposing to serve must attend:

1. schools eligible for schoolwide programs under Title I, Section 1114 of the Every Student Succeeds Act and the families of these students
2. schools with at least 40 percent of students eligible for free or reduced priced lunch; and the families of these students, or
3. schools with at least 40% of their students designated as economically disadvantaged, and the families of such students

For the purposes of this contract, “local educational agencies” are defined as public schools and districts, private schools, and charter schools.

# Partnerships

All programs must be implemented through a partnership that includes at least one (1) local educational agency receiving funds under part A of Title I and at least one (1) BOCES, nonprofit agency, city or county government agency, faith-based organization, institution of higher education, Indian tribe or tribal organization, or for-profit corporation with a demonstrated record of success in designing and implementing before school, after school, summer learning, or expanded learning time activities.

Contractors must collaborate with partners including the Eligible School(s) the students attend. A partnership signifies meaningful involvement in planning, as well as specific individual or joint responsibilities for program implementation.

The application must contain signed **Partnership Agreements** with each partnering agency that describes the partners’ significant involvement in planning and program implementation over the full five years term of the grant.

**Note:** An individual, agency, organization or other entity that *only* provides products or services described in the proposed program *and* is not involved in overall program planning and implementation is considered a vendor, not a partner. Therefore, a Partnership Agreement is not required for vendors. For the purpose of this funding, the required independent evaluator must be a vendor, NOT a partner.

# Eligible Schools

Eligible Schools are those that satisfy the local educational agency partner requirement and are listed by BEDS Code in the following Excel spreadsheet. Data is based on the 2020-2021 school year.

Here is the [Complete List of Eligible Schools](https://nysed-expandedlearning-apply.smapply.io/protected/resource/eyJoZnJlIjogOTA4MjA0MzYsICJ2cSI6IDE3MzE3Mn0/)**, as of September 15, 2021:**

Click [this link](https://eservices.nysed.gov/sedreports/list?id=1) and then scroll to IMF Institutions: Active IMF Institutions by Judicial District (Regents Regions) to see in which Judicial District a school is located.

If a particular school **does not** appear on the Eligible Schools List, it can still be identified as a school that serves a high percentage of students from low-income families (and can, therefore, be considered an Eligible School) if it meets one of the following criteria:

* Administrative Option – In school districts with only one building per grade span (such as one K-6 building, one 7-8 building and one 9-12 building), if at least one of the buildings is on the list, then the other buildings in the district will be considered eligible for 21st CCLC purposes.
* Feeder Pattern Option - A middle or high school that is not on the list will be considered eligible if the average of the "poverty measure" of the elementary schools that feed into that school is at or above 40 percent. However, in New York City, or any other place where students apply to enroll in the high school of their choice, this option would not apply. Therefore, the feeder schools cannot be used to determine the eligibility of the high school in New York City or in any location where this is the case.

**Note: If two or more schools are to be served by the contractor, at least 2/3 of the students served must attend a school that meets one of the two eligibility criteria stated above or appears on one of the eligibility lists.**

Contractors must ensure that the students they are proposing to serve are not going to be served by more than one 21st CCLC grant. There may only be one 21st Century program per school building, and the same children may not be served by more than one program.  It is allowable for a community agency to offer programming in a non-school space for a different cohort of children than are served by the 21st CCLC program operating at their school.

Schools that will have grant funding for out of school time activities at the anticipated start date of July 1, 2022 from another State or Federal source must clearly justify the need for another funding source in the same school, detail how the program will coordinate activities to ensure it can meet participation targets for this funding and describe how funds will be allocated and spending recorded separately for each funding source.

# Program Description

**Program Design**

Proposed programs should address the objectives described in Title IV, Part B of the Elementary and Secondary Education Act for the Nita M. Lowey 21st Century Community Learning Centers (21st CCLC) program, as amended by the Every Student Succeeds Act of 2015. Specifically, the program design should link a cohesive, inter-related set of program activities and content designed to complement one another and align with the school day. Activities and content should support goals and objectives designed to address the identified needs of the students and their families, and include opportunities for youth development and enrichment through hands-on project-based activities, service learning, and other experiences not typically offered in the traditional classroom setting. Include key elements of the program design that are innovative or unique to the program’s mission and goals and are core to the program’s overall design. Program objectives should be based on the following 21st Century Performance Indicators.

1. **Objective 1: 21st Century Community Learning Centers will offer a range of high-quality educational, developmental, and recreational services for students and their families.**
   1. ***Sub-Objective 1.1:******Core educational services****. 100% of Centers will offer high quality services in core academic areas, e.g., reading and literacy, mathematics, and science.*
   2. ***Sub-Objective 1.2***: ***Enrichment and support activities.*** *100% of Centers will offer enrichment and youth development activities such as nutrition and health, art, music, technology and recreation.*
   3. ***Sub-Objective 1.3: Community Involvement*.** *100% of* *Centers will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementing and sustaining programs.*
   4. ***Sub-Objective 1.4: Services to parents and other adult community members.*** *100% of Centers will offer services to parents of participating children.*
   5. ***Sub-Objective 1.5: Extended hours.*** *More than 75% of Centers will offer services at least 15 hours a week on average and provide services when school is not in session, such as during the summer and on holidays.*
2. **Objective 2: Participants of 21st Century Community Learning Center Programs will demonstrate educational and social benefits and exhibit positive behavioral changes.**
   1. ***Sub-Objective 2.1: Achievement.*** *Students regularly participating in the program will show continuous improvement in achievement through measures such as test scores, grades and/or teacher reports.*
   2. ***Sub-Objective 2.2: Behavior.*** *Regular attendees in the program will show continuous improvements on measures such as school attendance, classroom performance and decreased disciplinary actions or other adverse behaviors.*

Proposed programs should be aligned with the State’s learning standards, designed to improve student academic achievement as well as overall student success, and based on successful existing models, or research or other information that supports the efficacy of the proposed program design if the program design does not have a precedent. Programs should address learning loss through hands-on activities that are engaging, enjoyable and are not just extensions of the regular school day.

As we emerge from the COVID-19 pandemic, our priority must be to facilitate healing and encourage hope for the future in our children. All contractors must incorporate trauma-informed practices to address the variety of traumas that children and families are currently facing. Programs must address such issues as trauma and isolation and consider providing increased access to counselors, social workers and mental health professionals.

Contractors must address diversity, equity, and inclusion as it relates to staff, students, and families. The NYS Culturally Responsive-Sustaining Education Framework should be reflected throughout the proposed program.[[2]](#footnote-2)

“Social and emotional learning (SEL) is an integral part of education and human development. SEL is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions. SEL advances educational equity and excellence through authentic school-family-community partnerships to establish learning environments and experiences that feature trusting and collaborative relationships, rigorous and meaningful curriculum and instruction, and ongoing evaluation. SEL can help address various forms of inequity and empower young people and adults to co-create thriving schools and contribute to safe, healthy, and just communities.”[[3]](#footnote-3) Social emotional competencies are associated with greater well-being and better school performance; while lack of competency in these areas can lead to personal, social, and academic difficulties. There is also evidence that participating in high quality, evidence-based SEL programs can reduce emotional distress, improve engagement, improve social emotional skills, and improve academic achievement. Alignment with the NYS Social Emotional Learning Benchmarks and associated guidance should be reflected throughout the proposed program.[[4]](#footnote-4)

Activities should be aligned and coordinated with the regular school day and school day teachers, challenging State learning standards, school and district goals, and preparing students for college and careers. The program should be developed in active collaboration with the schools that participating students attend, all participants of the eligible entity, and any partnership entities (in compliance with applicable laws relating to privacy and confidentiality). Students and parents should be meaningfully involved in planning and design of the program, and should continue to have ongoing, meaningful involvement in planning throughout the duration of the program. Families of participants should be provided ongoing opportunities for meaningful engagement in their children’s education, including opportunities for literacy and related educational development. Services for families should be based on a needs assessment to determine what families need and want. Examples of appropriate services might include financial literacy, computer classes, resume preparation, English as a second language, assistance in understanding and supporting children’s learning at home, and how to collaborate effectively with school staff and faculty to support their children’s education. These are all examples of family literacy in its broadest sense.

Proposed programs should use available time to best meet the specific identified needs of students and their families and to leverage student interest to effect positive impacts on attendance, engagement and academics. Activity schedules should ensure an integration of academics, enrichment, and skill development through hands-on experiences that will make learning relevant and engaging. Programs should have clear and research-based strategies for recruitment and retention of program participants. Contractors should have clear and documented procedures for taking individual student attendance on a daily basis. Student attendance should be recorded by time in each activity. A student will be counted toward attendance targets if that student has attended for **at least 15 hours** during the program year, which runs from July 1 to June 30. Subgrantees choosing to utilize the 21st CCLC program to expand learning time during the mandatory school day must meet specific requirements and document procedures for monitoring school day program attendance.

Contractors must include an evaluation of community needs and available resources for the 21st CCLC and a description of how the program proposed will address those needs (including the needs of working families).

Applications must demonstrate that the eligible entity will use best practices, including research or evidence-based practices, to provide educational and related activities that will complement and enhance academic performance, achievement, postsecondary and workforce preparation, and positive youth development of the students.

Starting in the 2021-2022 program year, 21st CCLC programs will be reporting on a new set of Government Performance and Results Act (GPRA) indicators about the impact of the program to the federal government as follows:

1. **Academic Achievement**
   1. Percentage of students in grades 4-8 participating in 21st CCLC programming during the school year and summer who demonstrate growth in reading/language arts on state assessments.
   2. Percentage of students in grades 4-8 participating in 21st CCLC programming during the school year and summer who demonstrate growth in math on state assessments.
2. **Grade Point Average**

Percentage of students in grades 7-8 and 10-12 attending 21st CCLC programming during the school year and summer with a prior-year unweighted GPA less than 3.0 who demonstrated an improved GPA.

1. **School Day Attendance**

Percentage of youth in grades 1–12 participating in 21st CCLC during the school year and summer who:

* Had a school-day attendance rate at or below 90% in the prior school year AND
* Demonstrated an improved attendance rate in the current school year.

1. **Behavior**

Percentage of students grades 1 through 12 attending 21st CCLC programming during the school year and summer who experienced a decrease in in-school suspensions compared to the previous school year.

1. **Student Engagement in Learning**

Percentage of students in grades 1–5 participating in 21st CCLC programming in the school year and summer who demonstrated an improvement in teacher-reported engagement in learning.

**All funded programs will be required to annually report on these indicators to the federal government. It is critically important that school districts understand the responsibility to share this data with the grant funded program directors and to include data sharing agreements in the partnership agreements with their partners. CBO subgrantees rely on the cooperation of school districts to provide the necessary data required for them to be in compliance with the federal statute and risk the loss of funding if they are unable to report the required data to the federal government.**

**Program Management**

Subgrantees must be able to manage the 21st CCLC program to meet the needs of target populations, including health, nutrition and safety needs, and should ensure equitable access to meet the needs of special populations. All program partners must adhere to mandated data collection and reporting, including management of provisions to access individual student records and to share individual and aggregated student data for the purpose of program evaluation in compliance with applicable laws relating to privacy and confidentiality. There must be a parental consent process in place to ensure privacy protections which, at a minimum, must include some, but is not specifically limited to, permission for information (test scores, grades, behavioral reports, etc.) to be shared by the district with the CBO partner, the State and federal educational agencies for monitoring and compliance purposes, and the independent evaluator. Time should be allocated for collaborative planning and professional development for school staff and partnering organizations in order to build strong systems of program delivery.

Contractors must design the program to include the 10 essential elements of high quality expanded learning opportunity programs outlined in the Network for Youth Success [Quality Self-Assessment (QSA) Tool](https://networkforyouthsuccess.org/wp-content/uploads/2019/09/QSAGUIDE2018.pdf).. The 10 essential elements of high-quality programs listed below are the foundation for all professional development provided to 21st Century programs by the State Education Department, and the 21st Century Technical Assistance Resource Centers.

1. Environment and Climate
2. Administrative and Organization
3. Relationships
4. Staffing and Professional Development
5. Programming and Activities
6. Linkages Between the Day and After School
7. Youth Participation and Engagement
8. Parent, Family, and Community Partnerships
9. Program Sustainability and Growth
10. Measuring Outcomes and Evaluation

The QSA Tool must be used by all 21st CCLCs twice each year for self-assessment and planning for program improvement. It provides an opportunity for program leaders and key staff, in collaboration with other stakeholders, to utilize a common set of standards to assess, plan, design and execute strategies for ongoing program improvement. Subgrantees should refer to the QSA Tool User’s Guide for instructions on how to optimize the QSA process. Additional information about the QSA Tool is available at: <http://networkforyouthsuccess.org/qsa/>

Contractors must ensure that the program will take place in a safe and easily accessible facility and must describe how participating students will travel to and from the center and home, if applicable. Programs must ensure equitable access to and meet the needs of special populations (e.g., students with disabilities, English language learners). Programs must disseminate information about the center (including its location) to the community in a manner that is understandable and accessible, with translated materials if the need for translations exists among the target population. Programs must provide ongoing relevant professional development and collaborative planning time for teachers, program staff and community partners in alignment with the goals and objectives of promoting quality programming, school and district goals, and college and career readiness.

**Program Evaluation**

Programs must have a comprehensive program level evaluation plan that enables ongoing program assessment and quality improvement following the requirements detailed in the NYS 21st CCLC Evaluation Manual and addendum.[[5]](#footnote-5) This periodic independent evaluation, contracted by the subgrantee, is required to assess the 21st CCLC subgrantee’s progress toward achieving its objectives to provide a high-quality expanded learning time program. The contract with the independent evaluator must ensure full adherence to all requirements delineated herein, including fulfillment of all activities specified in the [Local Program Evaluation Framework and Timeline](http://www.p12.nysed.gov/sss/documents/NYSEDLocalProgramEvaluationFrameworkandTimeline4-27-21.pdf), and must fall within six (6) to eight (8) percent of the total annual amount requested. Exceptions to this funding cap will be made for programs that assign the responsibilities of the required data manager described below, in which case the evaluation budget can be as high as ten (10) percent of the total request. **The contracted independent evaluator shall not be the primary grant writer of your proposal**. While the evaluator cannot be the primary grant writer for this application, it is understood that the evaluator will be writing the evaluation plan.

Evaluation must be aligned with the goals, measurable objectives and the expected outcomes of the proposed program and the current Performance Indicators for all 21st Century Community Learning Centers, and must adhere to the following principles[[6]](#footnote-6):

1. Evaluation is conducted by an independent external evaluator who provides the subgrantee with ongoing recommendations for program improvements based on the collection and analysis of data to assess progress toward meeting the program’s goals and objectives, as per the NYS 21st CCLC Evaluation Manual and [Addendum](http://www.p12.nysed.gov/sss/documents/AddendumtoNYSEvaluationManual4-27-21v1.pdf). Qualification requirements must include strong project management skills, qualitative and quantitative analytical skills, training and/or experience in research methods and evaluation design, verbal and written communication skills, knowledge of how to collect and analyze objective data, and understanding of the fields of education and out of school time programming.
2. Evaluation is based upon an established set of local Performance Indicators (PIs) that:
   1. reflect the availability of high-quality academic, developmental and recreational opportunities,
   2. collectively assess all components of all program objectives as stated in the goals and objectives table that were completed in response to the Program Design section and
   3. meet all SMART criteria described in the 2019-20 Annual Evaluation Report (AER) Template.
3. Local performance indicators are based on measures of student success that are aligned with the regular academic program of the school and participants’ academic and social-emotional needs, and alignment is re-assessed and adapted as necessary over time.
4. There is a plan for following up on assessment of PIs from prior years that could not be completed due to missing or insufficient data;
5. Assurance of completion of required reports and site visits, including
   1. an AER that follows an AER Template and Guidelines provided annually by the state level evaluator;
   2. reporting that meets the needs of both the Program Director/Manager and the assessment of statewide objectives; and
   3. observation findings that address both program administration and quality of point of service activities;
6. Initial establishment of evaluability and ongoing assessment of program fidelity;
7. Ongoing communications between evaluators and stakeholders regarding both formative and summative findings and recommendations that support continuous, data-driven program improvement, and meaningful involvement of students and families in the evaluation process; and
8. Assessment of stakeholders’ satisfaction and perception of impact.

The results of the evaluation must be:

* made available to the public upon request, in a format that is accessible to a lay audience, with public notice of such availability provided,
* kept continuously up to date, and
* used by the State to determine whether a subgrant is eligible to be renewed, and to help inform assessments of whether Statewide objectives are being met.

# Organizational Capacity and Quality of the Management Plan

Partnering agencies should be capable of administering a successful 21st CCLC grant program and should have experience in providing quality expanded learning opportunities for students and families. The proposed management structure, key staff positions and plan for program oversight should reflect capacity to establish and maintain a successful 21st CCLC program. Subgrantees should demonstrate strong fiscal management capabilities. Program and partnering administrative staff, school and partnering agency representatives, students (if age appropriate), parents and community members must be represented on the program advisory committee and must have meaningful involvement in program design, planning and assessment.

Program advisory committees are required to meet quarterly for stakeholder involvement in planning and decision-making. The local evaluator must attend advisory meetings and report on program implementation and progress toward outcomes to the stakeholders but is not a voting member of the committee. Partnering organizations should be selected to meet the needs of the target population to be served, and for the unique contributions that each organization brings to the program. A preliminary sustainability plan must describe efforts to maintain the program when the 21st CCLC funding term ends and must be reviewed and updated annually. The sustainability plan should also include a plan to sustain the program when there is turnover in key staff positions. The plan should detail how all program requirements will continue to be met by providing any successor to key fiscal or programmatic positions with all of the compliance and reporting requirements of the grant.

All 21st CCLC programs must have a program director who has ultimate responsibility for all aspects of the subgrant. It is recommended that the Program Director be full time, especially for subgrants over $750,000 in annual funding. One program director may not oversee more than two subgrants of any size. A program director for a single site subgrant may act in a dual capacity of program director and site coordinator, if necessary. Site coordinators for all programs must not be assigned to more than one site, as they should be on site during program times. In addition, all programs are required to have a program staff member designated as the education liaison, who is responsible for facilitating the linkage between the school day and out-of-school time programming*.* Key staff positions include, but are not limited to, program director, site coordinator, fiscal manager, education liaison, and data manager. The fiscal manager must regularly communicate with the program director to align spending with programming and is responsible for submitting all FS-10 budgets, FS-10A budget amendments, FS-25 invoices and FS-10F final expenditure reports by the deadlines established for each. A data manager is responsible for the management and quality control of reportable data. All programs need a data manager. It is up to the contractor whether to hire a part time data manager or to include the work of a data manager in the contract with the independent evaluator. If included as part of the evaluation contract, the cap for the independent evaluator may be as high as 10%. If not included in the evaluation contract, the cap is 8%. Additional staff, whether provided by the lead agency or partner agency, include teachers, activity leaders, counselors, etc.

# Adequacy of Resources

Programs should be cost-effective and purposeful, target resources properly, and operate with a clear approach to program quality standards. The contractor’s expenditures should be reasonable and primarily targeted to the provision of direct services to students. Costs allocated specifically to the 21st CCLC program must be tracked separately from other federal, state, and local funds. Partner agencies’ commitment of resources for the program may include, but is not limited to, facilities, equipment, supplies and in-kind services. A plan to coordinate federal, state and local funds must be developed to ensure the most effective use of public resources.

# Eligible Activities

21st CCLC subgrantees may use the award funds to carry out a broad array of activities that advance student academic achievement and support student success, including:

* academic enrichment learning programs, mentoring programs, remedial education activities, and tutoring services that are aligned with the challenging State academic standards and any local academic standards; and local curricula that are designed to improve student academic achievement;[[7]](#footnote-7)
* well-rounded education activities, including such activities that enable students to be eligible for credit recovery or attainment;
* literacy education programs, including financial literacy programs and environmental literacy programs;
* programs that support a healthy and active lifestyle, including nutritional education and regular, structured physical activity programs;
* services for individuals with disabilities;
* programs that provide after-school activities for students who are English learners that emphasize language skills and academic achievement;
* cultural programs;
* telecommunications and technology education programs;
* expanded library service hours;
* parenting skills programs that promote parental involvement and advocating for their children, and family literacy, including, but not limited to, financial literacy, English as a second language, computer literacy, help with job applications and resumes, etc.;
* programs that provide assistance to students who have been truant, suspended, or expelled to allow the students to improve their academic achievement;
* drug and violence prevention programs and counseling programs;
* programs that build skills in science, technology, engineering, and mathematics (referred to in this paragraph as ”STEM”), including computer science, and that foster innovation in learning by supporting nontraditional STEM education teaching methods; and
* programs that partner with in-demand fields of the local workforce or build career competencies and career readiness and ensure that local workforce and career readiness skills are aligned with the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.) and the Workforce Innovation and Opportunity Act (29 U.S.C. 3101 et seq.).

# Safety and Health Requirements

Programs located in school buildings will be governed by the district’s School Safety Plan and any related building-level plans. If the program is located at a site other than the school building, the provisions for School-Age Child Care (SACC) registration detailed below for community organization applicants shall apply.

If the 21st CCLC activities take place in a school building, all staff must be trained in and be familiar with the School Emergency Response Plan and its emergency procedures. If the program is located at a site other than a school building, an Emergency Response Plan must be developed as per New York State’s SACC regulations (see below for more information) and program staff must be trained to follow its procedures prior to commencing programming at the site(s). Programs in a school building that are run by a provider who does not have a SACC registration must also comply with NYSED laws and regulations for schools concerning health, including but not limited to medication administration, and training requirements for unlicensed staff to administer epinephrine auto-injectors and glucagon to students with orders for such. For further details regarding the health and safety requirements for this program, please refer to the 21st CCLC site monitoring visit [(SMV) template](http://p1232.nysed.gov/sss/documents/SiteMonitoringVisitReportPDF4.28.21.pdf). All subgrantees will be monitored for compliance in all areas

The contractor must address how students will travel safely to and from the center and their homes.

**Registration in Federal System for Award Management (SAM)**

In order to be awarded federal funds, an agency must be registered (and then maintain a current registration) in the federal [System for Award Management](https://sam.gov/content/home), known as SAM. SAM is a government-wide, web-enabled database that collects, validates, stores and disseminates business information about organizations receiving federal funds. Information on an agency’s registration in SAM needs to be provided on the Payee Information Form to be submitted with the application, if required. Please note that the Payee Information Form is not required of current or past subgrantees.

# School-Age Child Care (SACC) Registration

If the contractor’s program is to serve *only children ages 13 and older*, it is not required to obtain a SACC registration.  The contractor must work with its partnering school(s) to ensure the safety and health of all participants, including reasonable staff-to-student ratios and background clearances for staff.

If the contractor is a community organization, college or university, municipality or other eligible entity, and proposes to serve *seven or more children under the age of 13* beyond school hours, whether in a school building or other location, the contractor must obtain School-Age Child Care (SACC) registration in accordance with New York State Office of Children and Family Services (OCFS) Regulations at 18 NYCRR Part 414.

Whether a program operates in a school building or community site, it must meet SACC registration and regulatory requirements, that include, but are not limited to: buildings and equipment, discipline, fire protection and safety, sanitation, staff background checks and clearances, staff to child ratios, staff credentials, staff training and supervision of children and youth.  Programs with a mixture of children and youth under and over 13 years of age must complete the SACC registration process and all children and youth, including those over 13 years of age, will be considered part of the program. This provision applies to out of school time programs operated by any entity other than an LEA, whether situated in schools or community locations.

If the community partner is working with the LEA in the school building ***during mandatory school hours***, a SACC registration is not required during that time.

Applicants are urged to contact their [OCFS Division of Child Care Services (DCCS) regional office](http://www.p12.nysed.gov/sss/documents/OCFSRegionalOffices.pdf) for SACC registration information and to also consult with their local childcare resource and referral agency.  This registration process must be completed and a copy of the SACC registration must be submitted to NYSED’s program office prior to receiving 21st CCLC funds and prior to providing services to students. All SACC registration renewals must also be sent to the NYSED’s program office when current registrations expire so that NYSED has ongoing assurance that all programs that require a SACC registration have a current registration. Applicants are encouraged to notify the appropriate OCFS regional office of their intent to seek registration once proposed sites have been identified. This will expedite the approval process subsequent to award notification.

Contractors must submit a copy of the SACC registration before the full 21st CCLC program can begin operation. A valid SACC registration must be submitted to NYSED no later than 90 days after notification of tentative award. Applicants that fail to meet this deadline waive their right to interest payments under the Prompt Contracting Law.

# Nutritional Services

21st CCLC funds may not be used for nutritional services such as daily snacks for participants. However, for the benefit of the children being served, contractors are strongly encouraged to include such services as part of a comprehensive program. Many programs will be eligible to receive funds through the U.S. Department of Agriculture (USDA) Food and Nutrition Service for after-school snacks and, in some cases, to provide meals.

For more information concerning the availability of these resources for coordination with 21st CCLC programs, please refer to the Nutrition Resources section on the Department’s [21st CCLC web page](http://www.p12.nysed.gov/sss/21stCCLC/onlinetechassistance.html#Nutrition_Resources).

Limited food items may be purchased for special program activities such as cooking classes and field trips. See the Allowable Expenditures section of the contract for additional information.

## Allowable Expenditures

Funds must supplement, not supplant, existing services and may not be used to supplant federal, state, local, or nonfederal funds. Programs may not use 21st CCLC funds to pay for existing levels of service funded from any other source. An agency must ensure that each of those schools receives all of the federal, state, and local funds it would have received in the absence of the 21st Century funds. The 21st Century funds may not be used for new construction, entertainment, and purchases not directly related to requirements of the grant. All purchases must be reasonable and necessary.

[Allowable and unallowable expenditures](http://www.p12.nysed.gov/sss/documents/AllowableandUnallowableCosts2.28.20.pdf)**[[8]](#footnote-8) include, but are not limited to, the following:**

|  |  |
| --- | --- |
| **Allowable costs** | **Unallowable costs** |
| Transportation costs (i.e. driver salary and benefits, transportation vouchers, student bus passes) | Daily nutritional services for participants,[[9]](#footnote-9) |
| Curriculum materials related to afterschool programming | Grant writer fees |
| Programming staff salary and benefits such as teachers and tutors | Purchase of vehicles or facilities |
| Equipment purchases for instructional purposes (refer to local threshold) | Capital expenses (a building or land for a building) |
| Program evaluation | Indirect costs not pre-approved for an indirect cost rate by federal or state government  agency |
| Youth Development contractors or Parent/Family Engagement speakers | Major remodeling or new construction |
| Rental costs of real property and equipment[2](#bookmark1) | Supplies for fundraisers |
| Supplies and Computing devices, including computers/printer, pertaining to academic and enrichment activities | Costs of Entertainment which includes amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with prior written approval of the Federal awarding agency |
| Staff Professional Development, trainings, and reimbursement of *approved* travel  expenses | Planning expenses prior to the grant’s start date |
| Equipment | Food or refreshments for staff meetings |
|  | Incentives of any kind,[[10]](#footnote-10) |

# Budget

Grant applicants were to submit an FS-10 Budget, Budget Narrative and the Composite Budget with their application for the initial 12-month project period. The [FS-10 Budget Form](http://www.oms.nysed.gov/cafe/forms/) and information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](http://www.oms.nysed.gov/cafe) found at <http://www.oms.nysed.gov/cafe/forms/> and <http://www.oms.nysed.gov/cafe/guidance/>.

Beginning July 1, 2022 through June 30, 2027, programs will be awarded annual funds based on their 2022-23 budget.

Subgrant funds must be used to supplement and not supplant existing activities and services.

The total annual amount of 21st CCLC funds requested, divided by the maximum anticipated number of students served, must not exceed an annual amount of $2,100 per student. **Application budgets that exceed the $2,100 maximum annual allowable cost per student will have their budgets reduced if awarded and will be expected to submit a budget that is within the cap while still promising to provide the same level and quality of services as described in the budget.** The $2,100 maximum allowable cost per student must be reflected on the Composite Budget along with the target number of students to be served. This target number will be used to determine if funding cuts are required following the check of participation data at the end of each program year.

The budget should be reasonable and appropriate to cover program expenses, including any student transportation. Budgets should include travel and lodging for up to three persons to attend two regional professional development events each year when in-person events are possible. One of the three attendees must be the person with fiscal responsibility for the program. Evaluators are highly encouraged to attend but the cost of their attendance must be included in their contract with the subgrantee and not be included in the applicant’s budget. NYC subgrantees must plan for one of the two events to be local, within the City and not require an overnight stay and the other requiring one to two overnights for lodging. The location of the joint Rest of State (ROS) and NYC event is TBD. ROS subgrantees should plan for both events to require one to two overnight stays since ROS subgrantees are spread throughout the state. Site locations TBD. The professional development events may be virtual due to unforeseen circumstances.

The applicant must complete the FS-10 Budget Form. Budgeted costs must comply with applicable State and federal laws and regulations and the Department’s Fiscal Guidelines. These guidelines, as well as the FS-10 form, are available online at the [Grants Finance website](http://www.oms.nysed.gov/cafe). Information about the categories of expenditures and general information on allowable costs, applicable cost principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Aided Grants](http://www.oms.nysed.gov/cafe/guidance/guidelines.html).

FS-10 budgets, Composite Budgets and MWBE documents must be submitted annually by the due date established by the program office. FS-10 budgets are due by May 15 each year, prior to the July 1 start of the program year. Failure to submit an on-time FS-10 budget could result in the subgrantee losing its funding for that year. If there are extenuating circumstances preventing an on-time budget submission, the subgrantee must communicate with the program office and receive prior approval for a later submission date established by the program office. The New York State Education Department (The Department), as the federal grant recipient, must monitor sub-recipient spend down quarterly. Therefore invoices for reimbursement of subgrantee program expenses using form FS-25 should be submitted to Grants Finance as often as monthly, and no less frequently than quarterly.

# Program Income

The intent of the 21st CCLC program is to establish programs that offer academic enrichment, youth development and literacy services to low-income students and their families. Although not specifically prohibited by federal law or program regulations, NYSED strongly discourages charging fees to these low-income children and families. Programs proposing fees must offer a sliding scale of fees and scholarships for those who cannot afford to participate.

If a subgrantee earns any program income, the income MUST be used to reduce the amount of the subaward and defray current subgrant expenditures unless PRIOR approval is requested and received from NYSED.  If a subgrantee wishes to earn program income for subgrant program activities without decreasing the amount of grant funds received from NYSED, the subgrantee must submit a written request and receive approval from NYSED and The U.S. Department of Education PRIOR to earning any program income.  The request must describe the activities from which program income will be earned and the anticipated time period during which the income will be earned, as well as a statement that the program income will be added to the total subgrant, and expended for approved subgrant activities before claiming expenditures for such activities from NYSED.  NYSED will then review the request and either approve or disapprove it.

In addition, subgrantees must report all program income to NYSED. NYSED will deduct program income from the subaward unless NYSED gave the subgrantee prior approval to add the program income to their subgrant.

For further information on the treatment of program income, click [this link](http://www.oms.nysed.gov/cafe/guidance/Guide.html#Eleven).

# Budget Adjustments in the Event of Shortfalls in Participation Goals

Subgrantees are required to enter program participation data, by student, by participation hour, regularly throughout the program year, as often as daily and no less frequently than monthly. This data must be entered by program staff into a state-level data collection and reporting system. The current contractor for this system is ThomasKelly Software Associates and the data system is called [EZReports](https://www.ezreports.org/newyork2021). All subgrantees will be trained on the use of the system soon after the awards are made. The participation data for the program year will be reviewed by NYSED and the statewide evaluator by July 15 annually to ascertain whether the program met its participation target for the year, which ends on June 30. A student must attend the program for a minimum of 15 hours in the program year to be considered a participant.

**Non-Profit**

In grant years two through five, if less than 95% of the student participation target set forth in the application’s Participating Schools Form and reflected in the Composite Budget has met the minimum threshold of at least 15 hours to be considered a participant for the purposes of this contract, the subgrantee's budget will be proportionately reduced by the amount of the percentage deficiency. For example, if 94% of the projected participants have attended 15 hours or more, the subgrantee’s budget will be reduced by 1% in the year of the deficiency. In the event of a shortfall in participation goals, subgrantees will be required to submit a budget amendment (FS-10A) to indicate from which budget categories the reduction will be taken. The Final expenditure Report (FS-10F) will then need to reflect this reduced budget amount when it is submitted by September 30 following each program year. This budget reduction will affect the fiscal year for which the attendance was reported, not the subsequent year. The following year’s budget amount will return to the original annual grant award. There will be no fiscal impact in year one.

**For-Profit**

In grant years one through five, if less than 95% of the student participation target set forth in the application’s Participating Schools Form and reflected in the Composite Budget has met the minimum threshold of at least 15 hours per participant, the subgrantee's budget will be proportionately reduced by the amount of the percentage deficiency. For example, if 94% of the projected participants have attended for 15 hours or more, the subgrantee’s budget will be reduced by 1% in the year of the deficiency.

**School Year/Summer Unduplicated Count**

The program year extends from July 1 to June 30. An individual student may be counted only once for enrollment and participation reporting purposes during that program year, even if that student participates in both summer and school year programs.

# Reporting and Monitoring

Subgrantees are required to submit a Mid-Year Report (MYR), typically in February or March of each program year using an on-line system. The MYR is a way for the Program Office to monitor the progress made toward successful implementation of programs under this grant. This report must be completed by the program director, not the local evaluator.

All subgrantees are required to have a local evaluator. The local evaluator must submit the Annual Evaluation Report (AER) and must comply with all the requirements as per the 21st CCLC Evaluation Manual. As stated in the Manual, the AER must be submitted annually, no later than September 30 of each year of the grant. The AER provides data on the progress that the program has been made toward meeting the project goals and the program performance indicators.  Additional information about the annual performance report will be made available to subgrantees by SED after grant awards are made. Subgrantees who do not demonstrate adequate performance and 100% compliance risk the loss of funding.

Subgrantees must ensure that they will take the necessary steps to be in full compliance with all State and Federal requirements. In order to monitor compliance, the Department’s 21st CCLC program office, in collaboration with the 21st CCLC Technical Assistance Resource Center(s), will conduct at least one site monitoring visit (SMV) during the five-year funding cycle. After such visit(s), in-person (if possible), or virtual (if necessary), if the program is found to be out of compliance in any areas, the program has to submit an [Action Plan](http://www.p12.nysed.gov/sss/documents/ActionPlanTemplate8.24.20_000.pdf)[[11]](#footnote-11) and has up to six months to come into full compliance or risk the loss of funding. The Department conducts an annual risk assessment of all subgrantees to determine which subgrantees need to be monitored in any given year. Refer to the SMV report template for the areas in which all programs will be monitored for compliance.

# NYSED Consortium Policy for State and Federal Discretionary Grant Programs

Participants can form a consortium to apply for the grant. In order to do so, the consortium must meet the following requirements:

1. The consortium must designate one of the members to serve as the applicant and fiscal agent for the grant. The applicant agency must be an eligible grant recipient. All other consortium members must be eligible grant participants, as defined by the program statute or regulation.
2. In the event a grant is awarded to a consortium, the grant or grant contract will be prepared in the name of the applicant agency/fiscal agent, not the consortium, since the group is not a legal entity.
3. The applicant agency/fiscal agent must meet the following requirements:
4. Must be an eligible grant recipient as defined by statute;
5. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds;
6. Must require consortium partners to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide.
7. Must be an active member of the partnership/consortium.
8. Cannot act as a flow-through for grant funds to pass to other recipients. NYSED has established a minimum level of direct service of 25% to be provided by the fiscal agent.
9. Is PROHIBITED from sub-granting funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself.
10. Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each plan to participate.

# Budget Category Maximums and Minimums

**Administrative Cost Cap**

Administrative costs can be direct or indirect. No more than 10 percent of the total annual award may be used for administrative costs for school or agency administrative or support staff who do not provide direct service to participants in the program but whose cost can be identified and directly associated with the program. One example is the cost of a principal required to remain in the building during program hours.

The 10% administrative cap is inclusive of indirect costs. The Program Director salary is not included in the 10% administrative cap. For the purpose of this contract, program space rental and school usage fees are also considered a direct cost and are not included in the 10% administrative cap.

**Indirect Cost Cap**

LEAs and not-for-profits may include indirect costs in the budget. For-profits **cannot** include indirect costs. Indirect costs are costs of activities that benefit more than one program or objective and, therefore cannot be readily assigned to only one specific program or objective. Indirect costs are generally classified under functional categories such as general maintenance and operation expenses, general office and administration expenses, general overhead expenses and other allowable general expenses.

* **School districts and BOCES** must use the restricted indirect cost rates calculated by the State Education Department.
* **Community-Based Organizations (CBOs), Charter Schools and Municipalities** must prepare their budgets using an indirect cost rate of up to 2.6 percent. If they are notified that they have been selected to receive a 21st Century funding award, they may apply for a higher indirect cost rate of up to 8 percent, bearing in mind the 10% administrative cap, by completing and submitting an FS-87-R Form to the Department. Note that approval for a higher indirect cost rate must be requested and approved each year. The Form may be obtained by calling Grants Finance at 518-474-4815.
* **Colleges and Universities** may use an indirect cost rate of up to 8 percent.

For more information about indirect costs, visit [Grants Finance’s website](http://www.oms.nysed.gov/cafe/guidance/faqs.html#indirect):

**Planning and Professional Development Cost Cap**

No more than 5 percent of the total annual award may be used for collaborative planning and professional development related directly to 21st CCLC programs.

**Program Evaluation Cost Cap**

No more than 10% and no less than 6% of the total annual award may be used for independent program evaluation. The 10% threshold should only be used if the evaluation contract with the program specifies that the evaluator will be responsible for the data management and quality control of all data requirements of the program including local, State and Federal data collection and reporting. If that is not part of the evaluation contract, the cap is 8%.

**Minimum Direct Service Level Participation**

As stated in the NYSED Consortium Policy, a lead agency cannot act as a flow-through for grant funds to pass to other recipients. NYSED has established a minimum level of direct service of 25% to be provided *by the lead fiscal agent*. Services provided by partners or vendors of the lead fiscal agent may not be applied to the 25% minimum direct service. Direct services by the lead fiscal agent can include costs connected with the Program Director, teachers, activity leaders, rent for program space and school usage fees, program supplies and materials, the provision of specific activities for students and families, travel for student trips, etc. Administrative and professional development costs to the lead fiscal agent do not qualify as direct services to students. No portion of Purchased Services may be considered a direct service by the lead agency.

# Requirements for Funding

**Registration In Federal System for Award Management (SAM)** – In order to be awarded federal funds, an agency must be registered and maintain registration in the federal [System for Award Management](https://sam.gov/SAM/) known as SAM. SAM is a government-wide, web-enabled database that collects, validates, stores and disseminates business information about organizations receiving federal funds. Information on an agency’s registration in SAM needs to be provided on the Payee Information Form that must be submitted with the application.

# Entities’ Responsibility

Projects must operate under the jurisdiction of the local board of education, or other appropriate governing body, and are subject to at least the same degree of accountability as all other expenditures of the local agency. The local board of education, or other appropriate governing body, is responsible for the proper disbursement of, and accounting for, project funds. Written agency policy concerning wages, mileage and travel allowances, overtime compensation, or fringe benefits, as well as State rules pertaining to competitive bidding, safety regulations and inventory control must be followed. Supporting or source documents are required for all grant-related transactions entered into the local agency’s recordkeeping systems. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time and effort records, delivery receipts, vendor invoices, travel documentation and payment documents.

Supporting documentation for grants and grant contracts must be kept for at least six years after the last payment was made unless otherwise specified by program requirements. Additionally, audit or litigation will “freeze the clock” for records retention purposes until the issue is resolved. All records and documentation must be available for inspection by State Education Department officials or their representatives.

For additional information about grants, please refer to the [Fiscal Guidelines for Federal and State Aided Grants.](http://www.oms.nysed.gov/cafe/guidance/documents/FiscalGuidelinesforFederalandStateFundedGrants_UGG_Updates_062218_Bronze.pdf)

# Accessibility of Web-Based Information and Applications

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

# Requirements of Education Law Section 2-D

The Contractor agrees to comply with FERPA and New York State Education Law § 2-d. The New York State Education Department’s **Data Privacy Appendix**, the terms of which are incorporated herein by reference, and which shall also be part of the Contract as Attachment R.

**<Applicant Narrative will be incorporated into the contract Attachment C, Part 2.>**

**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. Initial Payment and Recoupment Language (if applicable): Not applicable for For-Profits.**

1. The State agency will make an initial payment to the Contractor in the amount of twenty-five percent (25%) of the annual budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be made no later than 90 days after the beginning of the budget period.

2. Recoupment of any initial payment shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the initial payment is fully recovered within the contract period.

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

Period: \_\_\_\_\_\_\_\_ Amount: \_\_\_\_\_\_\_\_\_\_\_ Due Date: \_\_\_\_\_\_\_\_\_

Period: \_\_\_\_\_\_\_\_ Amount: \_\_\_\_\_\_\_\_\_\_\_ Due Date: \_\_\_\_\_\_\_\_\_

Period: \_\_\_\_\_\_\_\_ Amount: \_\_\_\_\_\_\_\_\_\_\_ Due Date: \_\_\_\_\_\_\_\_\_

Period: \_\_\_\_\_\_\_\_ Amount: \_\_\_\_\_\_\_\_\_\_\_ Due Date: \_\_\_\_\_\_\_\_\_

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

Claiming Schedule (select applicable frequency):

Quarterly Reimbursement

Due date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Monthly Reimbursement

Due date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Biannual Reimbursement

Due date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fee for Service Reimbursement

Due date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rate Based Reimbursement

Due date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Milestone/Performance Reimbursement

Due date/Frequency \_\_\_\_\_\_\_\_\_\_\_

Scheduled Reimbursement

Due date/Frequency \_\_\_\_\_\_\_\_\_\_\_\_

Interim Reimbursement as Requested by Contractor \_\_\_\_\_\_\_\_\_\_\_\_

To receive interim payments, the Contractor will submit form FS-25 REQUEST FOR FUNDS FOR A FEDERAL OR STATE PROJECT to the address shown below. Requests for interim payments made by Not-for-Profit Contractors may only represent actual expenditures plus anticipated expenditures during the next month in accordance with the FS-10 for the budget period. For-Profit Contractors may request interim payments that represent only actual expenditures.

Up to 90% of the total approved budget amount for each budget period will be reimbursed through the interim payment process.

Final Payment:

To receive final payment for a budget period, the Contractor will submit form FS 10-F **FINAL EXPENDITURES FOR A FEDERAL OR STATE PROJECT** to the address shown below. Final payment shall be made upon satisfactory statement of expenditures consistent with the approved budget and any approved budget amendments on a properly completed form. Final payments are also contingent upon submission of all required program reports.

If the Contractor has received payment in excess of the approved amount in Form FS-10-F, the Contractor shall return to the State any excess payment within thirty (30) days of the termination of this budget period. Alternatively, the State may use the amount of any excess payment to offset costs associated with a subsequent budget period. Payment by the State will be made in the ordinary course of State business upon receipt of the properly completed forms.

Forms FS-25 and FS-10-F should be submitted to:

New York State Education Department

Grants Finance

Room 510W EB

89 Washington Avenue

Albany, New York 12234

**II. REPORTING PROVISIONS**

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

Narrative/Qualitative Report

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

Statistical/Quantitative Report

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

Expenditure Report

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

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 90 days after the end of the contract period.

Consolidated Fiscal Report (CFR)[[12]](#footnote-12)

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

**B. Progress-Based Reports**

1. Progress Reports

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

2. Final Progress Report

Final scheduled payment will not be due until \_\_\_\_ days after completion of agency’s audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. 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 I – REPORTING SCHEDULE**

|  |  |  |
| --- | --- | --- |
| **PROGRESS REPORT #** | **PERIOD COVERED** | **DUE DATE** |
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# Attachment R

# NEW YORK STATE EDUCATION DEPARTMENT’S

# DATA PRIVACY APPENDIX

# 

# ARTICLE I: DEFINITIONS

As used in this Data Privacy Appendix (“DPA”), the following terms shall have the following meanings:

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personal Information in a manner not permitted by New York State and federal laws, rules and regulations, or in a manner that compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor’s security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information.
2. **Disclose**: To permit access to, or the release, transfer, or other communication of Personal Information by any means, including oral, written or electronic, whether intended or unintended.
3. **Encrypt or Encryption**: The use of an algorithmic process to transform Personal Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
4. **NIST Cybersecurity Framework**: The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
5. **Personal Information:** Information concerning a natural person which, because of name, number, personal mark, or another identifier, can be used to identify such natural person.
6. **Release:** Shall have the same meaning as Disclose.
7. **Services:** Services provided by Contractor pursuant to the contract with the NYS Education Department to which this Data Privacy Appendix is attached and incorporated.
8. **Subcontractor:** Contractor’s non-employee agents, consultants and/or a[nyperson](https://www.lawinsider.com/clause/subcontractor) or any person or entity engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

# ARTICLE II: PRIVACY AND SECURITY OF PERSONAL INFORMATION

1. **Compliance with Law.**

Contractor may receive Personal Information regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); the New York Education Law at § 2-d (8 NYCRR Part 121); the New York General Business Law at article 39-F, and the New York Personal Privacy Protection Law at Public Officers Law article 6-A. Contractor agrees to maintain the confidentiality and security of Personal Information in accordance with applicable New York, federal and local laws, rules and regulations.

1. **Authorized Use.**

Contractor has no rights or claims of ownership to Personal Information, and Contractor must not use Personal Information for any purpose other than to provide the Services.

1. **Contractor’s Data Privacy and Security Plan**.

Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect Personal Information in a manner that complies with New York State, federal and local laws, rules and regulations. Contractor shall provide NYSED with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data privacy and security requirements. Contractor’s Data Privacy and Security Plan is attached to this DPA as DPA Exhibit 1.

1. **Right of Review and Audit.**

Upon NYSED’s request, Contractor shall provide NYSED with copies of its policies and related procedures that pertain to the protection of Personal Information in a form that does not violate Contractor’s confidentiality obligations and applicable laws. In addition, Contractor may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations performed by an independent third party at Contractor’s expense, and provide the audit report to NYSED. In lieu of performing an audit, Contractor may provide NYSED with an industry standard independent audit report on Contractor’s privacy and security practices that is no more than twelve months old.

1. **Contractor’s Employees and Subcontractors**.
   1. Contractor shall only disclose Personal Information to Contractor’s employees and Subcontractors who need to know the Personal Information in order to provide the Services and the disclosure of Personal Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.
   2. Contractor must ensure that each Subcontractor is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
   3. Contractor shall examine the data privacy and security measures of its Subcontractors prior to utilizing the Subcontractor. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: notify NYSED and remove such Subcontractor’s access to Personal Information; and, as applicable, retrieve all Personal Information received or stored by such Subcontractor and/or ensure that Personal Information has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the Subcontractor compromises Personal Information, Contractor shall follow the Data Breach reporting requirements set forth herein.
   4. Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
   5. Other than Contractor’s employees and Subcontractors, Contractor must not disclose Personal Information to any other party unless such disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify NYSED of the court order or subpoena in advance of compliance but in any case, provides notice to NYSED no later than the time the Personal Information is disclosed, unless such disclosure to NYSED is expressly prohibited by the statute, court order or subpoena.
2. **Training**.

Contactor shall ensure that all its employees and Subcontractors who have access to Personal Information have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

1. **Data Return and Destruction of Data**.
   1. Contractor is prohibited from retaining Personal Information or continued access to Personal Information or any copy, summary or extract of Personal Information, on any storage medium (including, without limitation, secure data centers and/or cloud-based facilities, and hard copies) whatsoever beyond the term of the Contract unless such retention is either expressly authorized by the Contract, expressly requested in writing by NYSED for purposes of facilitating the transfer of Personal Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of the Contract, Contractor shall transfer Personal Information, in a format agreed to by the Parties to NYSED.
   2. When the purpose that necessitated the receipt of Personal Information by Contractor has been completed or Contractor’s authority to have access to Personal Information has expired, Contractor shall ensure that all Personal Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all Personal Information maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that Personal Information cannot be read, or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the Personal Information cannot be retrieved. Only the destruction of paper Personal Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
   3. Contractor shall provide NYSED with a written certification of the secure deletion and/or destruction of Personal Information held by the Contractor or Subcontractors to the Agreement at the address for notifications set forth in the Agreement.
   4. To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that neither it nor its Subcontractors will attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section.
2. **Encryption.**

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect Personal Information.

1. **Breach**.

Contractor shall promptly notify NYSED of any Breach of Personal Information in the most expedient way possible and without unreasonable delay no later than seven (7) business days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified mail, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of Personal Information affected and the number of records affected; a description of Contractor’s investigation; and the name of a point of contact. Notifications required by this section must be sent to NYSED at the contact provided for contract related notifications with a copy to the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.

1. **Cooperation with Investigations.**

Contractor agrees that it will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

1. **Notification to Individuals.**

Where a Breach of Personal Information occurs that is attributable to Contractor and/or its Subcontractors, Contractor shall pay for or promptly reimburse NYSED the full cost of NYSED’s notification to the affected individuals.

1. **Termination**.

The confidentiality and data security obligations of Contractor under this DPA shall continue for as long as Contractor or its Subcontractors retain Personal Information or access to Personal Information and shall survive any termination of the Agreement to which this DPA is attached.

DPA EXHIBIT 1 - Contractor’s Data Privacy and Security Plan

NYSED has adopted the NIST Cybersecurity Framework as its’ standard to protect Personal Information. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state**. While this plan is not required to be posted to NYSED’s website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

|  |  |  |
| --- | --- | --- |
| 1. | Outline how you will implement applicable data privacy and security contract requirements over the life of the Contract. |  |
| 2. | Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII. |  |
| 3. | Address the training received by your employees and any Subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII. |  |
| 4. | Outline contracting processes that ensure that your employees and any Subcontractors are bound by written agreement to the requirements of the Contract, at a minimum. |  |
| 5. | Specify how you will manage any data privacy and security incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the NYSED. |  |
| 6. | Describe how data will be transitioned to NYSED when no longer needed by you to meet your contractual obligations, if applicable. |  |
| 7. | Describe your secure destruction practices and how certification will be provided to the NYSED. |  |
| 8. | Outline how your data privacy and security program/practices align with NYSED’s applicable policies. |  |

1. <http://www.p12.nysed.gov/sss/21stCCLC/#Laws> [↑](#footnote-ref-1)
2. The NYS Culturally Responsive-Sustaining Education Framework and additional resources are available at: <http://www.nysed.gov/crs/framework> [↑](#footnote-ref-2)
3. The Collaborative for Academic, Social, and Emotional Learning. (2021) <https://casel.org/what-is-sel/> [↑](#footnote-ref-3)
4. The New York State Social Emotional Learning Benchmarks and other guidance are available at: <http://www.p12.nysed.gov/sss/sel> [↑](#footnote-ref-4)
5. Note that a revised evaluation manual will be released prior to the beginning of Round 8. The current 21st CCLC Evaluation Manual can be downloaded here: <http://www.p12.nysed.gov/sss/documents/NYSEvaluationManual.pdf> The Evaluation Manual addendum: <http://www.p12.nysed.gov/sss/documents/AddendumtoNYSEvaluationManual4-27-21v1.pdf>

   [↑](#footnote-ref-5)
6. These principles were derived from the following sources:

   the NYS 21st CCLC Evaluation Manual and addendum, cited above;

   the NYS 21st CCLC Principles of Effectiveness [<http://www.p12.nysed.gov/sss/documents/PrinciplesofEffectivenessrev2-21-20.pdf> ];

   * Site Monitoring Visit Report Template: <http://p1232.nysed.gov/sss/documents/SiteMonitoringVisitReportPDF4.28.21.pdf>
   * the 2019-2020 Annual Evaluation Report (AER) Template [NYS21CCLCAnnualEvalRprtTemplateY3FINAL3.20.20.docx];

   the March 31, 2021 Program Directors’ Progress Brief: <http://www.p12.nysed.gov/sss/documents/ProgramDirsProgressBrief3.31.21Final.pdf> [↑](#footnote-ref-6)
7. Study hall is not an allowable activity, but homework help in the form of small group tutoring or one-on-one assistance is an acceptable use of funds. [↑](#footnote-ref-7)
8. <http://www.p12.nysed.gov/sss/documents/AllowableandUnallowableCosts2.28.20.pdf> [↑](#footnote-ref-8)
9. Limited food items may be purchased for special program activities such as cooking classes, field trips, and special events that are reasonable and necessary to meet the goals and objectives of the grant. Grantees must make a compelling case prior to incurring the food expense that the unique circumstances they have identified would justify these costs as reasonable and necessary. Generally, there is a very high burden of proof to show that paying for food and beverages with Federal funds is necessary to meet the goals and objectives of a Federal grant. [↑](#footnote-ref-9)
10. Incentives may include, but are not limited to, participation t-shirts, tickets to movies or shows, gift certificates, trophies, ribbons, medals, food items, field trips offered only to students achieving at a particular level (e.g. perfect attendance or high honors trips), or any gift intended to increase participation in the 21st CCLC program. These items should not be charged to grants because they are not necessary and reasonable for the proper administration of the grant. In addition, the State Comptroller has determined that "favors" represent gifts of public funds which are unallowable under the State Constitution. [↑](#footnote-ref-10)
11. <http://www.p12.nysed.gov/sss/documents/ActionPlanTemplate8.24.20_000.pdf> [↑](#footnote-ref-11)
12. 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. [↑](#footnote-ref-12)