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

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|---|---|
| STATE AGENCY (Name & Address):<br><br>NYS Education Department<br>89 Washington Avenue<br>Room 503W - EB<br>Albany, NY 12234 | BUSINESS UNIT/DEPT. ID: SED01/3300390<br><br>CONTRACT NUMBER:<br><br>CONTRACT TYPE:<br>☒ Multi-Year Agreement<br>☐ Simplified Renewal Agreement<br>☐ Fixed Term Agreement |
| CONTRACTOR SFS PAYEE NAME: | TRANSACTION TYPE:<br>☒ New<br>☐ Renewal<br>☐ Amendment |
| CONTRACTOR DOS INCORPORATED NAME: | PROJECT NAME:<br><br>New York State Early College High School (ECHS) Program |
| CONTRACTOR IDENTIFICATION NUMBERS:<br><br>NYS Vendor ID Number:<br>Federal Tax ID Number:<br>DUNS Number (if applicable): | AGENCY IDENTIFIER:<br><br>CFDA NUMBER (Federally Funded Grants Only): |
| CONTRACTOR PRIMARY MAILING ADDRESS:<br><br>,<br><br>CONTRACTOR PAYMENT ADDRESS:<br>☒ Check if same as primary mailing address<br><br>CONTRACT MAILING ADDRESS:<br>☒ Check if same as primary mailing address | CONTRACTOR STATUS:<br><br>☐ For Profit<br>☐ Municipality, Code:<br>☐ Tribal Nation<br>☐ Individual<br>☒ Not-for-Profit<br><br>Charities Registration Number:<br><br>Exemption Status/Code:<br><br>☐ Sectarian Entity |

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

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|---|---|
| CURRENT CONTRACT TERM:<br><br>From: January 1, 2018 To: August 31, 2022<br><br>CURRENT CONTRACT PERIOD<br><br>From: January 1, 2018 To: August 31, 2022<br><br>AMENDED TERM:<br><br>From: To:<br><br>AMENDED PERIOD<br><br>From: To: | CONTRACT FUNDING AMOUNT<br><br>(*Multi-year* – enter total projected amount of the contract; *Fixed Term/Simplified Renewal* – enter current period amount):<br><br>CURRENT:<br><br>AMENDED:<br><br>FUNDING SOURCE (S)<br><br>☒ State<br>☐ Federal<br>☐ Other |

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

| # | CURRENT PERIOD | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|---|---|---|---|
| 1 | 1/1/18 – 8/31/18 | | | |
| 2 | 9/1/18 – 8/31/19 | | | |
| 3 | 9/1/19 – 8/31/20 | | | |
| 4 | 9/1/20 – 8/31/21 | | | |
| 5 | 9/1/21 – 8/31/22 | | | |

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
☐ Other:

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

| CONTRACTOR: | THE PEOPLE OF THE STATE OF NEW YORK<br>MaryEllen Elia<br>Commissioner of Education |
|---|---|
| By:_____ | By: _____ |
| _____<br>Printed Name | Alison B. Bianchi, Shannon Tahoe, or Aaron Baldwin<br>Authorized Contract Signatories |
| Title: _____ | |
| Date: _____ | 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)_____

| ATTORNEY GENERAL'S SIGNATURE | STATE COMPTROLLER'S SIGNATURE |
|---|---|
| _____ | _____ |
| _____<br>Printed Name | _____<br>Printed Name |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

# STATE OF NEW YORK
# MASTER CONTRACT FOR GRANTS

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

**WITNESSETH:**

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

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

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

## STANDARD TERMS AND CONDITIONS

### I. GENERAL PROVISIONS

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

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

***Budget Changes:*** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

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

1. Standard Terms and Conditions

2. Modifications to the Face Page

3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D

4. The Face Page

5. Attachment A-2[2], Attachment B, Attachment C and Attachment D

6. Modification to Attachment A-1

7. Attachment A-1

8. Other attachments, including, but not limited to, the request for proposal program application

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

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

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

[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).

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

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

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

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

**J. Notice:**

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

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

b) by facsimile transmission;

c) by personal delivery;

d) by expedited delivery service; or

e) by e-mail.

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

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

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

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the

purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

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

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

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

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

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

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

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

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

## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

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

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

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

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

**C. Termination:**

**1. *Grounds*:**

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

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

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

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

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

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

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

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

(i) personal messenger service; or

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

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

> (i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
>
> (ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

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

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

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

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

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

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

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

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

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

## III. PAYMENT AND REPORTING

### A. Terms and Conditions:

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

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

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

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

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

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

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

**B. Advance Payment and Recoupment:**

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

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

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

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

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

**C. Claims for Reimbursement:**

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

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the

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

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

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

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

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

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

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

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

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

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

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

[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.

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

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

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

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

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

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

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

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

[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.

[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.

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

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

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

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

**E. Refunds:**

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

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

**F. Outstanding Amounts Owed to the State**: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally

begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

**H. Notification of Significant Occurrences:**

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

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

## IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

**A. Contractor as an Independent Contractor/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. 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. 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.

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

**B. Subcontractors:**

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

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

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

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

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

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

**C. Use Of Material, Equipment, Or Personnel:**

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

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

**D. Property:**

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

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

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

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

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

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

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the

provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

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

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

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

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

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

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

**E. Records and Audits**:

1. **General:**

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

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

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided

to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

**2. Cost Allocation:**

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

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

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

**F. Confidentiality**:

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

**G. Publicity**:

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

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

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

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

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

**H. Web-Based Applications-Accessibility**: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications,

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

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

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

4. copies of wage reporting information.

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

**N. Vendor Responsibility:**

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

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

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

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

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

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

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

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

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

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

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

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
b) the State's discovery of any material information which pertains to the Contractor‘s responsibility.

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

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

**P. Consultant Disclosure Law:**[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

[9] Not applicable to not-for-profit entities.

# ATTACHMENT A-1-A

## AGENCY SPECIFIC TERMS AND CONDITIONS FOR NEW YORK STATE EDUCATION DEPARTMENT GRANT CONTRACTS

General

A. 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.

B. 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/.

C. 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.

D. 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

A. 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

<table>
<tr><td rowspan="2">1. Grant Award Recipient</td><td>2.a. Project # for Budget Period</td><td>2.b. Contract Number</td></tr>
<tr><td colspan="2">3. Agency Code</td></tr>
<tr><td>4. Funding Source</td><td colspan="2" rowspan="2">6. Law:<br>_____<br><br>Regulations:<br>_____<br><br>Commissioner’s Regulations:<br>_____</td></tr>
<tr><td>5. Funding Amounts<br>Contract Period:<br><br>Budget Period:</td></tr>
<tr><td>7. Funding Dates<br>Contract Period:<br><br>Budget Period:</td><td colspan="2">8. CFDA Index Number</td></tr>
<tr><td>9. First Payment for Budget Period</td><td colspan="2">10. Final Report (FS-10-F) Due for Budget Period</td></tr>
<tr><td>11. SED Fiscal Contact</td><td colspan="2">12. SED Program Contact</td></tr>
<tr><td colspan="3">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.<br><br>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.</td></tr>
</table>

# ATTACHMENT B-1 – EXPENDITURE-BASED BUDGET

**The University of the State of New York**
**THE STATE EDUCATION DEPARTMENT**
***(see instructions for mailing address)***

**PROPOSED BUDGET FOR A**
**FEDERAL OR STATE PROJECT**
**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

**Description of Program Objectives and Background**

New York State has been part of the Early College High School (ECHS) movement since its inception in 2002. In 2009, the New York State Board of Regents launched the Smart Scholars ECHS Program as a strategy to close the high school and college achievement gaps in New York State. Students who are from groups historically underrepresented in postsecondary education, academically at-risk, and/or economically disadvantaged are the target population served by an ECHS. Essential components of the program include an active partnership between a school district and an institution of higher education (IHE) to provide an integrated high school and college curriculum, and the academic and social supports the target student population needs to graduate high school on time with a Regents diploma and at least 24 or up to 60 transferable college credits, at no cost to their families. Successful ECHS students graduate prepared to complete a postsecondary degree on time or early, with no need for remedial courses.

NYSED now seeks to further expand ECHS Programs in New York State through the creation of the additional ECHS Partnerships. The ECHS Program will provide students the opportunity and support to complete a minimum of 24 and up to 60 transferable college credits or an associate degree by the time they graduate from high school. Through this Request for Proposals (RFP), NYSED seeks proposals from New York State Public School Districts in partnerships with IHEs for the development and operation of Early College High School programs. The ECHS partnership must include an IHE partner(s). The ECHS program will potentially save students one to two years of time at college and college expenses needed to complete a postsecondary degree.

Community-based organizations (CBOs) providing support services for high need communities and businesses or industry entities that have a presence in the community of the proposed ECHS are also encouraged to participate as collaborators in the program in support of the partnerships between the schools and the colleges. However, CBOs and businesses/industry entities are not eligible to serve as a lead fiscal agent or lead implementation partner under this contract.

NYS ECHS grant recipients will be expected to participate in a program evaluation process that is based on performance targets, as described in the **Accountability** section of this contract. Furthermore, continued funding past the first implementation year will be contingent on satisfactory reporting, the achievement of annual performance benchmarks and the availability of funds.

**Definitions of Frequently Used Terms:**

- **Academic Year:** The two regular semesters, three trimesters, or required equivalent arrangement normally occurring between August and June.

- **Business Partner:** A business organization or industry entity with a local presence that may collaborate with a NYS SS-ECHS partnership to provide opportunities such as site visits, mentors, and/or internships.

- **Community-based organization (CBO):** An eligible CBO collaborator will be a private non-profit 501(c)3 organizations which is representative of a community or significant segments of a community and which provides educational or other related basic human services to individuals in the community.

- **Domicile:** For the purposes of NYS residency determination for NYS SS-ECHS, a permanent residence or domicile shall mean the person's legal home. A person may have more than one residence; however, they will have one

domicile or permanent residence. The permanent residence or domicile (rather than the temporary residence) controls the jurisdiction for taxation and for the exercise of legal rights.

- **Economically Disadvantaged:** For the purpose of the NYS SS-ECHS program, a student is economically disadvantaged if he or she meets the income eligibility criteria for the free and reduced price lunch program. Once admitted, a student may continue to receive supportive services as needed, even if the family income rises above the current eligibility standards.

- **Eligible Applicant:** A single NYS public school district. A school district applicant must serve as the applicant/fiscal agent for the application. An exception will be made for applications from existing Smart Scholars ECHS partnerships where the IHE currently serves as the lead fiscal agent. Individual school buildings may not apply for this grant. The public school district **must** be partnered in a formal agreement (MOU) with one or more institutions of higher education (IHEs)

- **Eligible Student:** A NYS public high school student who is a legal resident of New York State, who is economically disadvantaged or from a group that is historically underrepresented in postsecondary education, **and** (a) a citizen of the United States, or (b) an alien lawfully admitted for permanent residence in the United States, or (c) an individual of a class of refugees paroled by the attorney general of the United States under his parole authority pertaining to the admission of aliens to the United States. At least 95% of the ECHS enrolled students must meet these targeted eligibility requirements.

- **First Generation College Goer**: A student from a family in which neither parent (whether natural or adoptive) has pursued postsecondary education.

- **Focus Districts:** Districts identified as Focus districts for the 2017-2018 school year. Applications that will have at least 51% of their students enrolled from a Focus district(s) and/or Priority or Focus School(s) – which includes those schools defined in Education Law 211-f and identified as Struggling Schools and Persistently Struggling Schools – will receive a 3 point bonus. A listing of the eligible Focus districts and Priority and Focus schools, including Struggling and Persistently Struggling Schools, may be found on the NYSED website.

- **Historically Underrepresented:** "Underrepresented" in higher education refers to racial and ethnic populations that are disproportionately lower in number relative to their number in the general population, and "historically" means that this is a ten year or longer trend. For the purposes of this contract the following students are considered historically underrepresented: African American/black, Hispanic/Latino(a), American Indian or Alaskan native; first generation college goers; or students with disabilities.

- **Implementation Lead:** The grant partner that is responsible for coordinating and overseeing the planning and implementation of the program. The implementation lead may be either a school district, a BOCES or an IHE partner.

- **Memorandum of Understanding (MOU)**: An MOU is a written document or agreement between the school district and the IHE partners that delineates all roles and responsibilities to which the parties will commit in the contract. The IHE must agree in the MOU to accept all credits earned at their institution by students completing this program.

- **New York State Residency:** The student is a resident of the State if his/her domicile is in New York State **and** he/she is enrolled in an eligible NYS public school in grades 9 through 12.

- **Program Year:** For purposes of this contract, September 1 through August 31 constitute a program year. The one exception is the first project period, which will be a planning phase that will take place from January 1, 2018 to August 31, 2018.

- **State Fiscal Year:** The accounting period for the New York State government that begins on April 1 and runs through March 31.

- **Students with Disabilities:** A student must be determined to: (1) have a physical or mental impairment that substantially limits one or more major life activities; or (2) have a record of such impairment; or (3) be regarded as having such impairment. For purposes of this contract, major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. "Substantially limited" generally means that a person is unable to perform a major life activity that the average person in the general population can perform. Mitigating or corrective measures such as medication or corrective lenses may be considered when determining whether a person is substantially limited.

**Scope of Services**

The state-wide purposes of the New York State Early College High School Program are to increase the number of students who complete a postsecondary degree without the need for remedial courses, especially among **eligible students** who are historically underrepresented, and/or economically disadvantaged.

There are three critical objectives of the New York State Early College High School Program:

1. Eligible students will be provided a high school curriculum whose core high school courses are aligned with the partner IHE's introductory level courses, and additional academic and counseling support in 9th through 12th grade to ensure that they are ready to participate in rigorous collegiate courses offered in the ECHS.
2. Eligible students, in Grades 9-12, will be provided academic and career counseling.
3. Eligible students, in Grade 9 – 12 will be provided college courses to earn at least 24 and up to 60 transferable college credits or an associate degree from a partner IHE by the time they graduate from high school while also meeting the high school graduation/Regents diploma requirements.

**Detailed Requirements/Specifications**

**The NYS ECHSs to be funded under this contract will possess the following required elements:**

1. A steering committee that includes representation from all K-12 and IHE partners collaborates to plan and implement the ECHS.

2. The target population is high school students who are economically disadvantaged, and/or from groups that are historically underrepresented in postsecondary education, as defined above.

3. Eligible students enter the ECHS at **no later** than the 9th grade level and complete the ECHS program in four years. The ECHS program does not extend the senior year of high school into a 5th year or longer. ECHS students should graduate high school within four years.

4. The ECHS is a stand-alone school or an autonomous academy or a small learning community within a school where students are teamed for at least their core subjects.

5. All students will participate in a summer program on the partner IHE campus. A summer program may be offered to more than one grade level; however, one should be offered at least the summer prior to the first school year that students take college courses on the partner IHE campus. Its duration should be at least three weeks to provide an orientation to the campus and help promote a college-going culture. The summer program may be of a longer duration and include one or more college courses.

6. If the ECHS is not located on the partner IHE's campus, all students must take at least two of their college courses on the partner IHE campus. For ECHS programs in which students earn an associate degree, students must take at least three of their college courses on the partner IHE campus.

7. The ECHS's K-12 and IHE partners demonstrate a commitment to collaborate to provide students with intense academic and counseling supports and career counseling during the 9th and 10th grade to promote readiness for college courses by 10th grade or earlier, and a college-going culture. These supports continue throughout the students' high school tenure to ensure their mastery of college level work and readiness to complete a postsecondary degree.

8. Students are provided with at least 45 hours of extended learning time in the first project implementation year, and 90 hours of extended learning time each succeeding implementation year.

9. Over the five grant periods, a minimum of 5 additional professional development days should be planned for high school staff over and above that provided to all staff in the K-12 system. This professional development should focus on secondary – postsecondary curriculum alignment and developing a college-going culture. Target faculty and administrators from the partner IHE(s) should also participate in these professional development activities.

10. There is an academic plan in place (or developed during the first grant period, i.e., the planning phase) that seamlessly aligns the secondary and postsecondary curriculum, and enables students to earn a Regents diploma and a minimum of 24 and up to 60 transferable college credits or an associate degree within four years of high school, through guided pathways to postsecondary degrees.

11. No remedial or developmental college courses are included in the academic plan.

12. All college courses offered to ECHS students are offered at no cost to the students' families.

13. Only accredited colleges/universities whose academic programs are registered by the New York State Education Department, Office of College and University Evaluation will award college credit and degrees earned in this program. (This information is located on the NYSED website.)

14. All college courses offered to ECHS students have course numbers and titles listed in the partner IHE catalog, and the New York State Education Department's Inventory of Registered Programs (IRP). These courses use the same syllabi and are assessed by the same tools used for traditional students matriculated at the IHE.

15. The instructors for the college level courses provided to the ECHS students are either faculty at the partner IHE, adjunct faculty at the partner IHE, or teachers at the ECHS who have undergone a vetting process that is comparable to that of traditional faculty and/or adjuncts at the partner IHE conferring the college credit.

16. The ECHS partners are committed to supporting the sustainability of ECHS in New York State by participating in professional development, data collection, and program evaluation organized and/or endorsed by NYSED.

17. To implement a NYS Early College High School, fully executed MOUs, establishing roles and responsibilities between the K-12 and IHE partners, and reflecting the above design elements must accompany the proposal. A provision for the IHE partner to collect and share with NYSED data on the progress of ECHS students who matriculate at their institution must be included in the MOU. **Applications that do not include a MOU signed by all partners will not be reviewed for consideration. The MOU must be signed by all partners. Letters of support will not be accepted in lieu of a partner's signature on the MOU.** The fiscal agent and implementation lead must be clearly identified in the MOU.

**Location of ECHS:**

The location of the ECHS in relation to the partner IHE(s) will influence the assignment of points in the **Program Location** section of the proposal narrative. The national Early College High School Initiative has found that the experience of attending classes and other activities on a college campus significantly contributes to developing students' identity as college goers. They refer to this phenomenon as "the power of place." (See the Jobs for the Future website for further details.) For ECHSs not located directly on the partner IHE's campus, NYSED requires that the applicants provide all students with at least two courses on the partner IHE campus, and encourages applicants to hold a significant number of classes and/or activities on the partner IHE campus. Furthermore, ECHSs not located on the partner IHE campus must be located close enough for the district partners to transport students for classes and activities. To accomplish this, the ECHS and partner IHE(s) should be no more than a 45-minute driving distance from each other.

**Performance Standards**

**During the Implementation years, projects that do not meet 95% of their enrollment targets will have their funding for that grant year reduced to the level based upon enrollment.** The ECHS program will submit a roster of students enrolled as of the first Wednesday in October (BEDS Day) of the project year. This roster will be due by November 1st of the project year. Each implementation year, the number of students listed in this roster will be compared against the number of students proposed to be served in the approved budget. If the current roster is less than 95% of the number set forth in the proposed budget, the grantee's budget will be proportionally reduced by the percentage of the deficiency from the proposed budget. For example: if the actual roster is 94% of the projected number, the grantee's budget will be reduced by 6% in the year of the deficiency.

A portion of the project funds may be withheld contingent upon timely expenditure and performance reporting and adequate student progress. Late reporting in any project year may result in the withholding of the final project payment until all reports due that project year have been submitted, reviewed and approved. Adequate student progress will be assessed in accordance with the following standards. Penalties will result from projects not meeting college credit attainment goals. The student demographics and outcomes below have been identified as standards for NYS Early College High Schools. NYSED reserves the right to modify any and/or all standards.

- Students enter the ECHS no later than the 9th grade level and graduate within four years

- At least 51% of the students are eligible to participate in the free or reduced price lunch program

- 90% of ECHS students are on track to earn at least 15% of the target college credit attainment goal for the individual program which they are enrolled in by the beginning of their junior year of high school. In order to qualify for funding, programs must offer college level coursework equivalent to no less than 24 college credits.

- 80% of ECHS students are on track to earn at least 50% of the target college credit attainment goal for the individual program which they are enrolled in by the beginning of their senior year of high school.

- At least 75% of ECHS students are on track to earn 100% of the target college credit attainment goal for the individual program which they are enrolled in by graduation from high school.

- Students achieve an attendance rate of 95% annually

- Students achieve a grade-to-grade promotion rate of 90% annually

- Students achieve a high school graduation rate of 90%

Programs will use the College Credit Accumulation Plan to indicate the target average number of transferable college credits their students will earn at each grade level. This plan should illustrate how students will earn at least 40% of the college credits needed for an Associate's degree (i.e., 24 non-remedial college credits) by the end of their senior year.

Per their goals projected on College Credit Accumulation Plan, at the end of each project year, grantees for whom less than 75% of their 10th graders earned their target number of college credits will receive a warning that they may face a financial penalty at the end of subsequent project years if at least 75% of their 10th, 11th, and 12th grade students do not earn the target cumulative number of college credits for their respective grade level. Grantees who receive this warning will also be required to include a plan for addressing students' college credit deficiencies in their end of year project reports.

In project years following the first implementation year, grantees for whom less than 75% of their 10th, 11th, and/or 12th grade students have earned their respective target cumulative number of college credits (per the College Credit Accumulation Plan) will be penalized as follows. The number of college credits by which each (beyond the 10% - 25% allowance) 10th, 11th, and/or 12th grade student misses earning his or her respective target cumulative number of credits for his/her respective grade level will be added together, and the resulting sum will be multiplied by $50. The resulting product amount will be deducted from the grantee's final grant payment for that project year. The grantee will also be required to include a plan for addressing their 9th through 11th graders' college credit deficiencies to bring them on track for earning at least the required number of transferable college credits by the end of their senior year (per the College Credit Accumulation Plan).

For example, if a grantee has set the target number of transferable college credits its students should earn in 9th, 10th, 11th, and 12th grade at 3, 3, 9, and 9 credits, respectively, then the target cumulative credits students will have earned by the completion of each grade level will be 3, 6, 15, or 24 credits, respectively. If by the end of this grantee's first implementation period (project period 2) less than 75% of their 9th graders have earned at least 3 college credits, the grantee will receive a warning and be required to prepare a plan to get those students who are behind in earning college credits on track. In subsequent project years, if less than 75% of the 10th, 11th, and/or 12th grade students earn their target cumulative number of college credits, the total number of credits by which each of these students falls short of their target cumulative credits will be added together, and that sum will be multiplied by $50. The resulting product will be the amount by which the project's final payment will be reduced at the end of the project year.

**Applicant and Partnership Qualifications**

Public school districts, especially Focus districts and those serving students from groups that are historically underrepresented in postsecondary education and/or economically disadvantaged, in partnership with IHEs are eligible to apply for this grant program. BOCES may also participate as partners in this grant program. With the possible exception outlined in the next paragraph, school districts must serve as the fiscal agent. Contingent on satisfactory performance and available funds, the grant program will support successful applicants for a five-year period (January 1, 2018 - August 31, 2022). This timeframe will see programs through their first graduating class of students.

New York State has a number of existing early college high schools and ECHS programs. Existing Smart Scholars partnerships where the IHE has served as the applicant/ fiscal agent will be allowed to determine whether the IHE will

continue to serve in this capacity. The partner school district(s) must agree to this arrangement. Expenditures and activities associated with these grant funds will be supplemental to and will not supplant or duplicate services currently provided by existing ECHSs. Existing ECHSs will use the planning phase to revise their curriculum and/or student recruitment plan to meet the program standards while current students continue with the current curriculum plan and existing program funding.

Eligible applicants will be New York State public school districts ("school districts"), or IHEs currently serving as the fiscal agent in existing Smart Scholars ECHS partnerships, applying on behalf of a partnership, which must include:

**(1) K-12:** A single school district, a consortium of school districts, a BOCES, or any combination of these entities. In all cases, the ECHS must be located at one common site. A school district must serve as the applicant/fiscal agent for the application. The exception is existing Smart Scholars ECHS partnerships where an IHE has served as the lead fiscal agent, and the school district agrees to continue with that arrangement.

***NOTE:***

(a) Public charter schools and non-public schools are not eligible to apply for these funds or participate in this program.
(b) Individual school buildings may not apply for this grant.
(c) A public school district may not apply for NYS ECHS Program funds to support:
   a. a currently funded NYS P-TECH program,
   b. a potential new six-year P-TECH model program,
   c. a new or existing ECHS that is not partnered with an IHE that provides students the opportunity to earn 24 or more college credits
   d. another similar program supported in whole or in part by NYS funds.

**(2) Institutions of Higher Education (IHEs)**: An eligible IHE is a New York State, two- or four-year college or university that is:

(a) Recognized by the United States Department of Education (USDE),
(b) Accredited by an appropriate accrediting body, and
(c) Offering academic programs registered by the New York State Education Department, Office of College and University Evaluation (listed on the NYSED website)

***NOTE:***

(a) For-profit institutions of higher education are not eligible to serve as a higher education partner.

(b) A fully executed MOU must be submitted with the application for this grant program. ***Applications that do not include a MOU signed by all partners will not be reviewed for consideration. Letters of support will not be accepted in lieu of a partner's signature on the MOU.***

- **Collaborators**

a. **Business/Industry Entity**: Applicants are strongly encouraged to include one or more New York State businesses/industry entities as collaborators for their ECHS. An eligible business or industry entity must be located in the community of the ECHS and must offer opportunities for students to learn about careers.
b. **Community Based Organizations:** An eligible partnership may also include as collaborators one or more local 501(c) 3 community-based organizations (CBOs).
c. Neither CBOs nor businesses are eligible to apply as a lead fiscal agency or lead implementation partner under this contract.
d. Both CBOs and businesses are subject to the 25% subcontracting limitation.

**Implementation Lead:**

- Each partnership will designate one partner as the implementation lead in the MOU. The implementation lead entity may be a K-12 or higher education partner. The implementation lead shall be the partner that is responsible for coordinating and overseeing the planning and implementation of the program. The implementation lead need not be the same as the school district (or, as may be the case of an existing ECHS, the IHE) serving as fiscal agent/applicant. A school district, a BOCES, or an IHE partner may serve as lead implementing partner. Business entities and CBOs may not serve as the implementation lead.

  The implementation lead must meet the following requirements:
  a. Must be recognized in the MOU by all partners as the lead agency
  b. Must identify key existing staff to coordinate planning and operations
  c. Must convene all partners, coordinate the planning process, and oversee student and staff recruitment and program implementation.

**Responsibilities of Partners**

**K-12**: Essential responsibilities of K-12 partners include:

- Committing to fully implement the NYS ECHS model, serving all students in the same common location beginning in 9th grade to assure that all students have a consistent, innovative program and college-going culture and all core faculty have the opportunity to collaborate and focus on ECHS instructional and support services;
- Forming a strong partnership, documented in a formal agreement (MOU), with the higher education partner(s), and any business/community collaborators;
- Recruiting historically under-represented and/or economically disadvantaged students for enrollment;
- Identifying/employing school leaders who have demonstrated the ability to drive exceptional student outcomes; are dedicated to working with under-served students and their families; and can provide the leadership skills essential for program success;
- Working with higher education partner(s) to develop a seamless scope and sequence of courses that enable all students to earn at least 24 and up to 60 transferable college credits or an associate degree
- Establishing a college-going culture for all students that begins on the first day of 9th grade and continues throughout all four years of the ECHS program, engaging students in instruction on key "college knowledge", academic and personal behaviors such as time management; collaboration; problem-solving; leadership; study skills; communication; and tenacity. Credit-bearing college course work and tutoring should be introduced as early as the summer prior to 9th grade, and no later than the 10th grade.
- Preparing students for college-level coursework from the 9th grade level, including college entry-level English and mathematics, so remedial coursework at the post-secondary level is not necessary;
- Preparing students for careers through a program of career awareness, exploration and preparation that is coordinated with the 9th – 12th grade curriculum in collaboration with the IHE partner(s) and any business partners.
- Collaborating with the IHE partner(s) to provide students with guidance as to how the 24 or more college credits or associate degree they earn will transfer to the partner IHE(s) or other IHEs in the State to complete a postsecondary degree
- Providing relevant and ongoing professional development for the principal/school leader and all participating teachers, including support and frequent exchanges with one another as well as with faculty and administrators from the partner IHE(s) during the school year; and
- Maximizing available funding streams (in addition to the State appropriation), such as federal School Improvement Grants, to support the needs of participating students.

**Higher Education**: Essential responsibilities of higher education partners include:

- Forming a strong partnership, documented in a formal agreement (MOU), with the K-12 partners, any other IHE partners, and any business/community collaborators;
- Identifying appropriate coursework and experiences to introduce students to college course work beginning as early as the summer prior to 9th grade, and no later than the 10th grade;
- Identifying appropriate college courses to include in the program's scope and sequence, ensuring that students can earn a minimum of 24 and up to 60 college credits or an associate degree that will enable students upon graduation to matriculate at the partner IHE or another IHE with advanced standing and complete a postsecondary degree;
- Working with the K-12 partners to determine which courses will be taught by college faculty, which by high school teachers with adjunct status, and which by a combination of the two (and ensuring the appropriate college-level rigor of courses taught by adjunct faculty);
    - Collaborating with high school faculty, any other IHE partners and any business partners to ensure that high school course content will prepare students for college work and career
    - Collaborating with high school faculty and any other IHE partners to develop innovative approaches for early diagnosis and interventions for students who require additional academic assistance (Please note: Funds for this program cannot be spent on college remedial coursework; therefore, all high school coursework should prepare students to seamlessly enter college level courses.);
- Maintaining student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students;
- Committing to maximize available funding streams (in addition to the State appropriation) and waive or reduce tuition costs per credit for all ECHS college courses to no more than existing "college in the high school" rates;
- Providing dedicated staff to work on the initiative, including a College Liaison who has the authority to coordinate with the school on the college/university partner's behalf;
- Committing to accept ECHS graduates' college credits to enable graduates to complete a postsecondary degree in a timely manner; and
- Committing to collect data to monitor the progress of ECHS graduates who matriculate at the partner IHE, and to share these data with NYSED

In addition, all partners must commit to participate in a statewide network of NYS ECHS schools and to working with colleagues to share expertise and experience on the development of the NYS ECHS model, as well as pertinent resources, tools and strategies.

**NYSED CONSORTIUM POLICY for State and Federal Discretionary Grant Programs:**

NYS ECHS applicants/participants will form a partnership to apply for funds under this grant program. To do so, the partnership must meet the following requirements:

The partnership must designate the school district to serve as the applicant and fiscal agent for the grant. The exception is that existing Smart Scholars ECHS partnerships may agree to have the IHE continue to serve as the lead applicant.

All other members of the partnership must be eligible participants as well, per the definition provided in this contract (see **Applicant and Partnership Qualifications section above**). In the event a contract is awarded, the contract will be prepared in the name of the applicant agency/fiscal agent, not the partnership, since the group may not be a legal entity.

Furthermore:

The applicant agency/fiscal agent must meet the following requirements:

1. Must receive and administer the grant funds and submit the required reports to account for the use of contract funds.

2. Must require partners to sign an agreement (MOU) with the fiscal agent that specifically outlines all services each partner agrees to provide. (See **Eligibility: Definitions**.)

3. Cannot act as a flow-through for contract funds to pass to other recipients. NYSED has established 50% of direct services be provided by the fiscal agent for this grant program.

4. Is PROHIBITED from sub-granting contract funds to other recipients. The fiscal agent is permitted to contract for services with other partners, collaborators, or consultants to provide services that the fiscal agent cannot provide itself.

5. Must be responsible for the performance of any services provided through funds awarded under this grant by the partners, consultants, or other organizations.

**Anticipated Start Date and Term of Grant**

The course of creating a new ECHS generally evolves in two distinct phases: Pre-Opening and Implementation. ECHSs funded through this grant program whether pre-existing ECHSs or new will be allowed a planning phase from January 1, 2018 through August 31, 2018. It is anticipated that there will be four (4) additional project periods, contingent on availability of funds:

Project Period 2 – September 1, 2018 – August 31, 2019
Project Period 3 – September 1, 2019 – August 31, 2020
Project Period 4 – September 1, 2020 – August 31, 2021
Project Period 5 – September 1, 2021 – August 31, 2022

**Project Funding**

Funds will be distributed based on approved program budgets.

A total of $15,000,000 will be available over the full five project periods to fund approximately 19 projects. Each award recipient will be eligible to receive up to $75,000 for the planning phase. Please see the table below for information regarding maximum award amounts for the four implementation years.

Each project will enroll only 9th grade students in the first implementation year (Project Period 2), and add a grade level each succeeding year of the grant program so that the project reaches full implementation with 9th through 12th grade by the final year of the grant. Continued funding past the first implementation year will be contingent on satisfactory reporting, the achievement of annual performance benchmarks, and the availability of funds.

The ECHS must enroll a minimum of 25 students per grade level. Research shows that small learning communities with a maximum of 100 students per grade level (or 400 students as their total enrollment for grades 9 through 12) are most effective for the ECHS school design. Applicants that are existing ECHS partnerships may present their case for a larger program size; however, regardless of program size, the annual award for each implementation year may not exceed the maximum amounts described below.

During each implementation year, the awardee may request funds based on the following scale:

| Implementation Year | Range for Number of Students | Maximum Dollars Awarded | Grades |
|---|---|---|---|
| 2018-2019 | 25 to 100 | Up to $100,000 | 9th graders |

| | | | |
|---|---|---|---|
| 2019-2020 | 50 to 200 | Up to $150,000 | 9th and 10th graders |
| 2020-2021 | 75 to 300 | Up to $200,000 | 9th, 10th & 11th graders |
| 2021-2022 | 100 to 400 | Up to $250,000 | 9th, 10th, 11th &12th graders |

**For an increase in available funding:**
If new or additional funding becomes available, and NYSED chooses to distribute this funding to applicants of this current RFP, 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, for eligible applicants who received passing scores, but who did not rank high enough to receive the initial funding;
3. Allocating 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.

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

**Electronic Processing of Payments**

In accordance with a directive dated January 22, 2010 by the Director of State Operations - Office of Taxpayer Accountability, all State agency contracts, grants, and purchase orders executed after February 28, 2010 shall contain a provision requiring that contractors and grantees accept electronic payments. Additional information and authorization forms are available at the State Comptroller's website.

**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 its representatives.

For additional information about grants, please refer to the Fiscal Guidelines for Federal and State Aided Grants.

**Required Reports**

Recipients of this multi-year discretionary grant must submit a report for the planning phase in order to receive a continuation award. Such report to include the staff hired, student recruitment method used, number of students beginning the first implementation year and other items required by the Commissioner. For the subsequent implementation years, SED's approval of a mid-year (February) and an annual performance report (September) for each year of funding will be required in order to receive a continuation award. The performance reports should demonstrate that substantial progress

has been made toward meeting the project goals and the program performance indicators. Additional information about these reports will be distributed to the grantees by NYSED after grant awards are made. By September 1 of each project implementation year, NYSED, in consultation with each grantee, will establish minimum performance benchmarks required for continued funding in the subsequent project year. Grantees that do not demonstrate adequate performance may be discontinued.

In addition, grantees that do not meet minimum annual requirements for college credit attainment by enrolled students based on approved College Credit Accumulation Plans will face a financial penalty as outlined in the Performance Standards section of this contract.

**Accountability**

Each ECHS grantee must collect data on each student who is enrolled in its ECHS. The fiscal agent/applicant for the partnership is responsible for all data collection and shall, if directed, submit the data electronically to SED. The grantee is responsible for securing relevant student and program data and recording the information into his/her data system.

The minimum data elements that must be collected for each student are:

**1. Descriptive Data**

- NYSSIS ID Numbers (SIRS Individual Student Identifier)
- Gender
- Name of home high school
- Date of entry into program
- Date of exit from program
- NYS ECHS Program CIP Code

**2. Race/Ethnicity Designation**

- Hispanic/Latino (H/L)
- American Indian/Alaskan Native (AI/AN)
- Asian (A)
- Black/African American (B/AA)
- Native Hawaiian/Other Pacific Islander (H/OP)
- White (W)
- Unknown (Unk)

**3. Special Populations**

- Attendance Issues and/or truancy
- Economically Disadvantaged
- English Language Learner (ELL)
- Familial Lack of Academic Achievement
- Individuals with disabilities
- Unsatisfactory Academic Achievement
- Other

**4. Program Information**

- Full Time Equivalents (FTE) of all school staff by title and courses taught in program
- Certification and professional licensure status of all leadership and certificated staff for the program
- College Credit Accumulation Plan that includes expectations for college credit accumulation per student in each year of the program
- Compliance with grant funding requirements
- Delivery of performance measurements
- Other items as requested

**Minimum Performance Reporting Requirements (but not limited to)**

Planning Phase (January 1, 2018 – August 31, 2018): Upon completion of the first project period (planning phase) of the grant, the following elements will be measured and reported:

- The Steering Committee will demonstrate success in planning and developing a course of study for the program and College Credit Accumulation Plan for the later years of the program;
- Recruitment and selection of staff (as needed);
- Design of 4-year scope and sequence leading to a Regents diploma and at least 24 and up to 60 transferable college credits or an associate degree
- Development of instructional modules for the first year of instruction;
- Identification, targeting and enrollment of students who are traditionally underrepresented in postsecondary education and/or economically disadvantaged for the first cohort;
- Development of support programs and structures for the ECHS students; and
- Professional development for participating high school and higher education faculty has been conducted, and preparation for non-classroom program staff to offer adequate support to students.
- Confirmation of the school/program site

First Implementation Year (September 1, 2018 – August 31, 2019): Upon the completion of the first implementation period, which represents the first academic year for new ECHSs, the following elements will be measured and reported:

- Number of students enrolled at the ECHS;
- Percent of enrolled students who are traditionally underrepresented in postsecondary education and/or economically disadvantaged;
- Academic achievement levels and progress of enrolled students;
- Evidence that students have made adequate progress toward the completion of the planned curriculum, including attainment of college credit pursuant to the College Credit Accumulation Plan, and the requirements for a NYS Regents diploma in their first year of the program;
- Evidence that the curriculum supports preparation for careers and postsecondary study
- Evidence of supports provided to develop college readiness and a college-going culture.

Implementation Years after First Implementation Year (Years 3 - 5): Upon the completion of each year after the first academic year of the program, the following elements will be measured and reported:

- Number of students enrolled at the ECHS;
- Percent of enrolled students who are traditionally underrepresented in postsecondary education and/or economically disadvantaged;
- Academic achievement levels and progress of enrolled students;
- Programs will demonstrate adequate levels of retention and progression of students who entered in prior implementation years;
- Programs will demonstrate that a new cohort of students has enrolled in their first year of the program;
- Evidence that students in each cohort have made adequate progress toward the completion of the planned curriculum, including attainment of college credit and/or associate degree pursuant to the College Credit Accumulation Plan, and the requirements for a NYS Regents diploma;
- Evidence that the curriculum supports preparation for careers and postsecondary study
- Evidence of supports provided to develop college readiness and a college-going culture.
- For ECHSs that have students in 12$^{th}$ grade, data on students who have met the requirements for the completion of a Regents diploma and at least 24 and up to 60 transferable college credits or an associate degree in their fourth year; graduation rates, and students' graduation plans (e.g., successful transfer into a postsecondary degree program at the partner IHE or other plans).

The following documents and supporting documentation must be retained for at least six years after the last payment was made unless otherwise required by specific program requirements: The original RFP application and other supporting documents that comprise the application package such as a Memorandum of Understanding or letters of support from participating collaborators/partners, budget category forms, budget summary forms, correspondence regarding the negotiation of budget expenditures, budget amendments, methodology for awards, progress reports, annual reports, and final expenditure forms/reports. 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 its representatives.

**Allowable Costs**

Fundable activities in each phase of the grant program include:

a. *Pre-Opening Planning Phase (Year 1: January 1, 2018 – August 31, 2018)*

- Hiring a ECHS program director/leader/principal
- Establishing a staffing plan and hiring staff
- Developing a budget and business plan
- Establishing a suitable site/facility for the school/program
- Engaging the K-12 and IHE faculty and staff to design an aligned curriculum and standards and a sequence of courses (the four-year scope and sequence) that begin at the 9th grade level and allow students to earn at least 24 and up to 60 transferable college credits or an associate degree while completing high school and required Regents exams
- Conducting outreach activities to and education of staff and families at middle schools
- Conducting outreach activities to community-based organizations that support the target population, and in recruiting students who are traditionally underrepresented in postsecondary education and/or economically disadvantaged
- Planning student recruitment and selection criteria and strategies, as well as community education and engagement, consistent with the goals of this initiative
- Cultivating relationships with one or more business partners of the ECHS by providing opportunities such as site visits, mentors, and/or internships
- Coordinating high school and college faculty, support services, calendars, and transportation and establishing on-going governance structures
- Developing assessment tools and instruments. This will include a plan for using results of the assessment process to evaluate student college-readiness, student outcomes and program success, as well as improvements needed, and to refine the assessment model throughout the progressive development of the ECHS

b. *Implementation Phase:* Successful partnerships only admit students at the 9th grade level, and add additional classes each year. Successful partnerships will provide:

- Conducting a summer program or other orientation during the summer and guidance activities for the first cohort of 9th grade students and for other grade levels in subsequent implementation years.

- Academic and support services (e.g., counseling staff, advisors), including guidance for seniors to matriculate at the partner IHE or to apply to colleges outside the ECHS partnership to complete a postsecondary degree. Services may also be extended to students' parents, such as providing college admissions and financial aid workshops.

- Support for college-high school partnership liaisons who oversee joint planning with the school district and support the ECHS director's/leader's/principal's coordination with the IHE(s)

- Data collection, sharing, reporting, and evaluation, including data on students who matriculate at the partner IHE(s).

- Student recruitment for succeeding program years, and ongoing community education and engagement

- Hiring teachers/staff in succeeding years, as needed

- Joint professional development for high school and college faculty

- School design and planning team activities (e.g. curriculum development)

- Travel and fees for relevant professional development opportunities, including partnership representatives' meetings in Albany. Out of state travel requires prior approval by NYSED.

- Providing transportation of students to the partnering IHE to attend college level courses and activities

- College tuition, books, and fees for the ECHS students. Tuition is only allowable for non-remedial, credit-bearing college courses. The higher education partners are authorized and encouraged to waive or reduce tuition costs per credit to no more than existing "college in the high school" rates.

Indirect Costs:
Applicants may include indirect costs in the budget. 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.

- College tuition cannot be included in the calculation of indirect costs.
- School districts must use the restricted indirect cost rates calculated by the State Education Department.
- For existing Smart Scholars ECHS partnerships that apply for this program, and the IHE continues as the lead fiscal agent, these agencies continue to use an 8% rate.

For more information on indirect costs, visit the NYSED website.

**Non-Allowable Activities and Costs**

Funds provided under this grant may not be used for the following purposes:

- Supplanting of existing funding and efforts, including costs otherwise necessary to operate a school without this grant;

- Sub-grants to members of the partnership or other agencies. This includes mini-grants, which are different than purchase service contracts;
- Acquisition of equipment for administrative, personal or non-student use;
- Acquisition of furniture (e.g., bookcases, chairs, desks, file cabinets, tables) unless an integral part of an equipment work station or to provide reasonable accommodations to students with disabilities;
- Food services/refreshments/banquets/meals;
- Purchase or rental of space;
- Payment for memberships in professional organizations;
- Purchase of promotional favors, such as bumper stickers, pencils, pens, or T-shirts;
- Subscriptions to journals or magazines;
- Travel outside United States;
- Any expenditure for students not enrolled in NYS ECHS programs;
- Tuition for college-level remedial courses; and
- The indirect costs of partner organizations.

Expenditures financed with grant funds awarded under this contract are not eligible to (i) receive reimbursement under BOCES Aid, Transportation Aid or Building Aid or (ii) otherwise generate additional BOCES Aid, Transportation Aid or Building Aid.

**Applications from school districts that have received School Improvement Grants (SIG) or School Innovation Funds (SIF)**

School districts that have received SIG or SIF should describe in the Curriculum and Academic Rigor section of their application how NYS ECHS grant funds will work with other federal and state grant funds to meet their individual turnaround strategy. If the school which will host the program is currently implementing an approved SIF grant or SIG, the program proposed under this application must be consistent with the whole school re-design model approved and implemented and the district and schools defined theory of action/approach to school turnaround/redesign; such plans may be amended as needed to ensure alignment.

**<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

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 30 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)[1]

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

**B. Progress-Based Reports**

1. Progress Reports

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

2. Final Progress Report

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

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

**TABLE I – REPORTING SCHEDULE**

| PROGRESS REPORT # | PERIOD COVERED | DUE DATE |
|---|---|---|
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