

## STATE OF NEW YORK AGREEMENT FACE PAGE

<b>STATE AGENCY:</b>  Office of Addiction Services and Supports 1450 Western Avenue Albany, NY 12203-3526	<b>BUSINESS UNIT/DEPT. ID:</b> OAS01/3670000  <b>CONTRACT NUMBER:</b> CFA0327-T  <b>CONTRACT TYPE:</b> <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Fixed Term Agreement
<b>CONTRACTOR SFS PAYEE NAME:</b>  ALBANY COUNTY OF	<b>TRANSACTION TYPE:</b>  <input type="checkbox"/> New <input checked="" type="checkbox"/> Amendment
<b>CONTRACTOR DOS INCORPORATED NAME:</b>  ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH	<b>PROJECT NAME:</b>  Substance Abuse Prevention and Treatment Block Grant Supplement
<b>CONTRACTOR IDENTIFICATION NUMBERS:</b>  NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 146002563 DUNS Number (if applicable): 060536653	<b>AGENCY IDENTIFIER:</b> 70520  <b>CFDA NUMBER (Federally Funded Grants Only):</b>  93.959
<b>CONTRACTOR PRIMARY MAILING ADDRESS:</b>  260 South Pearl Street Albany, NY 12202  <b>CONTRACTOR PAYMENT ADDRESS:</b> <input checked="" type="checkbox"/> Check if same as primary mailing address  <b>CONTRACT MAILING ADDRESS:</b> <input checked="" type="checkbox"/> Check if same as primary mailing address	<b>CONTRACTOR STATUS:</b>  <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Not-for-Profit  <b>Charities Registration Number:</b>  <b>Exemption Status/Code:</b>  <input type="checkbox"/> Sectarian Entity

## STATE OF NEW YORK AGREEMENT FACE PAGE

<p><b>CURRENT CONTRACT TERM:</b>          From: 3/15/2021                      To: 3/14/2023</p> <p><b>CURRENT CONTRACT PERIOD:</b>          From: 3/15/2021                      To: 3/14/2023</p> <p><b>AMENDED TERM:</b>          From: 3/15/2021                      To: 6/14/2023</p> <p><b>AMENDED PERIOD:</b>          From: 3/15/2021                      To: 6/14/2023</p>	<p><b>CONTRACT FUNDING AMOUNT</b>  <i>(Multi-year - enter total projected amount of the contract;          Fixed Term – enter current period amount):</i></p> <p>CURRENT: \$8,500</p> <p>AMENDED: \$8,500</p> <p>FUNDING SOURCE: Federal Substance Abuse          Prevention and Treatment Block Grant</p>								
<p><b>ATTACHMENTS PART OF THIS AGREEMENT:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; vertical-align: top;"> <input checked="" type="checkbox"/> Attachment A:             </td> <td style="vertical-align: top;"> <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions  <input checked="" type="checkbox"/> A-2 Federally Funded Grants and Requirements Mandated by Federal Laws             </td> </tr> <tr> <td style="vertical-align: top;"> <input checked="" type="checkbox"/> Attachment B:             </td> <td style="vertical-align: top;"> <input checked="" type="checkbox"/> B-1 Contract Budget and Funding Summary - SAPT Supplemental Award #1  <input type="checkbox"/> B-2 Contract Budget and Funding Summary - SAPT Supplemental Award #2             </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Attachment C:             </td> <td style="vertical-align: top;"> <input type="checkbox"/> C-1 Scope of Work - SAPT Supplemental Award #1  <input type="checkbox"/> C-2 Scope of Work - SAPT Supplemental Award #2             </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Attachment D:             </td> <td style="vertical-align: top;"> <input type="checkbox"/> D-1 Payment and Reporting Schedule (Initial Advance)  <input type="checkbox"/> D-2 Payment and Reporting Schedule (Reimbursement Only)             </td> </tr> </table>		<input checked="" type="checkbox"/> Attachment A:	<input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions <input checked="" type="checkbox"/> A-2 Federally Funded Grants and Requirements Mandated by Federal Laws	<input checked="" type="checkbox"/> Attachment B:	<input checked="" type="checkbox"/> B-1 Contract Budget and Funding Summary - SAPT Supplemental Award #1 <input type="checkbox"/> B-2 Contract Budget and Funding Summary - SAPT Supplemental Award #2	<input type="checkbox"/> Attachment C:	<input type="checkbox"/> C-1 Scope of Work - SAPT Supplemental Award #1 <input type="checkbox"/> C-2 Scope of Work - SAPT Supplemental Award #2	<input type="checkbox"/> Attachment D:	<input type="checkbox"/> D-1 Payment and Reporting Schedule (Initial Advance) <input type="checkbox"/> D-2 Payment and Reporting Schedule (Reimbursement Only)
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## STATE OF NEW YORK AGREEMENT SIGNATURE PAGE

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

### CONTRACTOR:

ALBANY COUNTY DEPARTMENT OF MENTAL  
HEALTH  
260 South Pearl Street  
Albany, NY 12202

By: Michael Fitzgerald

Printed Name

Title: Associate Director of Fiscal Operations

Date: 2-6-23

### STATE AGENCY:

NYS Office of Addiction Services and Supports  
1450 Western Avenue  
Albany, NY 12203-3526

By: \_\_\_\_\_

Karen C. Stackrow

Title: Director of Contracts and Procurements

Date: \_\_\_\_\_

### STATE OF NEW YORK

County of Albany

On the 6 day of February, 2023, before me personally appeared Michael Fitzgerald, to me known, who being by me duly sworn, did depose and say that he/she resides at 175 Green Street, that he/she is the Associate Director of Fiscal Operations of the Albany County Mental Health Dept 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) Maegan Morin

MAEGAN MORIN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01M06433063  
Qualified in Albany County  
Commission Expires MAY 09, 2026

Your organization must retain the complete contract with the original notarized wet signature at your facility and be able to produce upon request for 10 years.

**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. 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<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1



7. Attachment A-1

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

**C. 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).

**D. 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.

**E. 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. With exceptions noted in Attachment A-1.

**F. 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.

**G. 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.

**H. 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.

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<sup>1</sup> 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).

<sup>2</sup> 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).

**I. 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.

**J. 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.

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



set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.<sup>3</sup>

- S. 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.
- T. 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.
- U. 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. Extension:** This Master Contract may be extended at the sole discretion of OASAS.

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<sup>3</sup>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.



## **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 MasterContract.

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

1. Payments 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. The State has no obligation to make payment until all required approvals have been obtained.
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.
4. 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.
5. 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.
6. 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. 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. 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.

**C. 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 identified by OASAS. 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.

**D. 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.

**E. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.



#### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

##### **A. Contractor as an Independent Contractor/Employees:**

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

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

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

##### **B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

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

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.



- c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
  - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
  - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

#### **E. Records and Audits:**

##### **1. General:**

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent

to its performance under the Master Contract (collectively, Records).

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

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

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

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

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

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

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

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

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

**G. Publicity:**

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or

(ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.



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

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

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

employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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



- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

- 1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

- 1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2. any debts owed for UI contributions, interest, and/or penalties;
- 3. the history and results of any audit or investigation; and
- 4. copies of wage reporting information.

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

#### **N. Vendor Responsibility:**

1. The Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed a Vendor Responsibility Questionnaire. 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 agree to comply with any such additional conditions that have been made a part of the MasterContract.
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:**<sup>9</sup> 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.

<sup>9</sup> Not applicable to not-for-profit entities.



## **Attachment A-1 Program Specific Terms and Conditions**

WHEREAS, the Office of Addiction Services and Supports (OASAS) is the applicable State agency (State) empowered to enter into Agreements for Grants "Agreements" with governmental agencies, not-for-profit corporations and other entities (Contractor) for the provision of substance use disorder prevention, treatment, and recovery services within the amounts made available by appropriation; and

WHEREAS, this Agreement governs funding provided by OASAS for the conduct of the program(s) identified herein and more specifically detailed on the Scope of Work (Attachment C);

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants herein, OASAS and the Contractor agree as follows:

### **I. Relation of Attachment and Contract**

The terms of this Attachment shall supplement those terms specified elsewhere in this Agreement.

### **II. Statement of Work**

The Contractor shall conduct, either directly or through subcontracts approved by OASAS, the work as referenced in Attachment C of this Agreement. The work shall be performed in accordance with the Scope of Work, and in conformance with the provisions of this Agreement, as well as all applicable laws, rules, regulations, bulletins and opinions of counsel, guidance and guidelines issued by OASAS or other state agencies where such materials governs and/or relates to the provision of substance use disorder prevention, treatment, and recovery services.

### **III. Acceptance of Award**

By accepting funds under this Agreement, Contractor acknowledges that they are a subrecipient of funds paid to OASAS by The Substance Abuse and Mental Health Services Administration (SAMHSA) as part of COVID emergency relief under the Coronavirus Response and Relief Supplement Appropriations Act, 2021 [P.L. 116-260] and American Rescue Plan Act of 2021 [H.R. 1319] funding for the Substance Abuse Prevention and Treatment (SAPT) Block Grant Program.

By accepting and expending funds, Contractor agrees to abide by the statutory requirements of all sections of the Substance Abuse Prevention and Treatment Block Grant (SABG) (Public Health Service Act, Sections 1921-1935 and sections 1941-1957) (42 U.S.C. 300x-21-300x-35 and 300x-51-300x-67, as amended), and other administrative and legal requirements as applicable for the duration of the Agreement.

### **IV. Standards of Conduct**

The Contractor and its directors, officers and employees shall conduct themselves in accordance with the standards of conduct required of State officers by sections seventy- three and seventy-four of the Public Officers Law, and the standards as set forth in Section 515, Article 7 of the Not-For-Profit Corporation Law. The Contractor shall incorporate in all subcontracts, the standards of ethics as required by this Section. This requirement does not designate the Contractor, its employees, or subcontractors as State employees; nor does it allow for any official status.

### **V. Subcontracts**

- (a) Except where OASAS has otherwise authorized in this Agreement or directs in writing, the Contractor agrees not to enter into any subcontracts for the performance of the obligations contained herein until and unless it has received the prior written approval of OASAS. All agreements between the Contractor and subcontractors shall be by written contract. All such subcontracts shall contain provisions for specifying the incorporation of all provisions regarding the rights of OASAS as set forth in this Agreement.
- (b) A true, complete, and current copy of each subcontract, if any, entered into by the Contractor must be maintained by the Contractor and made available for review and inspection by OASAS.

## **VI. Interpretations and Representations**

If for any reason it becomes necessary to revise or clarify any information contained herein, (with the exception of Budget Modifications that do not change the Contract Funding Amount), such revision or clarification shall be set forth by written amendment. OASAS shall not be bound by any oral representations, or any written changes made to the terms and conditions of this Agreement issued by any person, including employees of OASAS, unless such clarification, revision, or other change is provided via a written amendment to this Agreement issued by OASAS.

## **VII. Personnel, Administrative Costs and Executive Compensation**

- (a) The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its program personnel, pursuant to and described in the narratives and budgets contained in the Attachments. These functions shall be carried out in accordance with the provisions of this Agreement, The Scope of Work, the Administrative and Fiscal Guidelines for OASAS-Funded Providers(as applicable) and all applicable federal and State laws and regulations. Documentation of employee time and attendance shall be maintained in accordance with the policies as set forth by in the *Administrative and Fiscal Guidelines for OASAS-Funded Providers*.
- (b) Limits on Administrative Expenses and Executive Compensation (14 NYCRR Part 812, incorporated herein by reference). Contractor shall comply with the requirements set forth in 14 NYCRR Part 812, as amended.
  - i. Contractor's failure to comply with any applicable requirement of 14 NYCRR Part 812, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement; and
  - ii. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that it is receiving "State funds" or "State-authorized payments" originating with or passed through the Office of Addiction Services and Supports in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. [Name of subcontractor/agent] shall comply with the terms of 14 NYCRR Part 812, as amended. A failure to comply with 14 NYCRR Part 812, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 14 NYCRR Part 812, as amended, are incorporated herein by reference.
- (c) The Contractor agrees to designate, in writing, the person(s) who will be responsible for directing the work to be done under this Agreement. No change or substitution of such responsible person(s) will be made without prior approval in writing from OASAS, to the degree that such change is within the reasonable control of the Contractor.

## **VIII. Confidentiality and Protection of Human Subjects**

- (a) The Contractor agrees to safeguard the confidentiality of information relating to individuals and their families who may receive services from the programs funded by this Agreement. The Contractor shall maintain the confidentiality of all such information with regard to services provided under this Agreement in conformity with the provisions of applicable federal and State laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Agreement.
- (b) The Contractor must have in effect a system to protect patient records from inappropriate disclosure, and the system must comply with all applicable State and Federal laws and regulations, including 42 CFR part



2 and include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

#### **IX. Audit and Contractor Compliance**

In addition to the terms set forth in the Agreement Standard Terms and Conditions at Section IV, paragraph E, the parties further agree as follows:

- (a) The Contractor agrees to fully comply with regulations promulgated pursuant to Executive Order #38, as published by the Office in NYCRR Part 812.
- (b) The Contractor agrees to cooperate fully with any audit or investigation OASAS or any agent of OASAS may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the NYS Attorney General, OSC, OASAS, the Federal OIG and any representatives specifically directed by such entities to take possession of all books, records and documents relating to this Agreement without prior notice to the Contractor. Any recipient of books and records shall return all such books, records, and documents to the Contractor upon completing the official purposes for which they were taken.
- (c) OASAS shall have the right to audit and review the Contractor's performance and operations as related to this Agreement and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on State's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the Agreement or has abused or misused the funds paid to the Contractor, the Contractor agrees to reimburse OASAS any costs associated with the review.
- (d) If the review indicates that the Contractor is in non-compliance with any of the terms of the Agreement, or has abused or misused the funds paid to the Contractor, the rights of OASAS shall include, but not be limited to:
  - 1. recovery of any funds expended in violation of the Agreement;
  - 2. suspension of payments;
  - 3. termination of the Agreement; and/or
  - 4. employment of another entity to fulfill the requirements of the Agreement.
- (e) The Contractor will assist OASAS in transferring the operation of the contracted services to any other entity selected by OASAS in a manner that will enable OASAS or patients to continue to receive services in an ongoing basis, including, but not limited to, notifying patients of the new entity to which services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the patients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this Agreement.

#### **X. Documents, Publications, and Public Statements**

In addition to the terms set forth in the Agreement at Section IV, paragraph G, the parties further agree as follows:

- (a) The Contractor agrees to submit a copy of any paper prepared for publication to OASAS for comment prior to publication and to take all appropriate care to maintain the confidentiality of sensitive and/or patient identifiable information. Any publication or announcement of any nature, issued or authorized by the Contractor, relating to the said program shall acknowledge OASAS's support in clearly legible print using the following statement: "This publication relates to a program funded by the New York State Office of Addiction Services and Supports."
- (b) The Contractor agrees that all information obtained by it in carrying out this Agreement shall be kept in strictest confidence, and that it shall not issue any publicity release, or make any statements regarding the execution of, or the implementation of this Agreement, without first obtaining prior clearance and approval

from OASAS, provided, however, that this paragraph shall not be deemed to prevent the making or preparing of such usual and ordinary reports as may be required by applicable law, or in order to carry on the day-to-day affairs of the Contractor.

- (c) The results of any activity supported under this Agreement may not be published without prior written approval of OASAS, which results (1) shall acknowledge the support of OASAS and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall 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, interpretation or policy of OASAS or OASAS of New York.
- (d) OASAS and the State of New York expressly reserve the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, distribute, or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this Agreement or activity supported by this Agreement. All publications by the Contractor covered by this Agreement shall expressly acknowledge OASAS's right to such license.
- (e) All of the license rights so reserved to OASAS and OASAS of New York under this paragraph are equally reserved to the United States Department of Health and Human Services (DHHS) and subject to the provisions on copyrights contained in 45 CFR Part 74 if the Agreement includes DHHS funds.

#### **XI. Reports**

- (a) The Contractor shall prepare and submit all reports and documents as may be required under this Agreement to OASAS. These reports shall be in such substance, form, and frequency as required by OASAS and as necessary to meet State and federal requirements. OASAS shall notify the Contractor as to the substance, form, and frequency of any and all reports and documents required to be submitted.
- (b) OASAS may require that the Contractor submit a final report or other documentation summarizing the conduct of the program and indicating the total number of individuals participating in each of the components for the entire term of the Agreement.

#### **XII. Records**

- (a) Books and records shall be maintained in accordance with the policies as set forth in the most recent *Administrative and Fiscal Guidelines for OASAS-Funded Providers*.
- (b) If part or all of the performance under this Agreement is to be conducted through subcontracts with other entities, then the Contractor agrees that they shall make the provisions of this Agreement and any amendment thereto, a formal part of all such subcontracts, which shall specifically make reference to the records required to be maintained, and the retention periods of such records as noted herein, and that all such records maintained by such subcontractors shall be made available and disclosed to OASAS, OSC and/or the federal government.

#### **XIII. Termination**

In addition to the Termination clauses stated in the Agreement at Section II. Paragraph C:

To the extent permitted by law, this Agreement shall be deemed in the sole discretion of OASAS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OASAS to the Contractor.

#### **XIV. Indemnification**

- (a) In addition to the requirements of Section I, Paragraph M of the Agreement, the Contractor agrees to

indemnify, defend, and save harmless the State of New York, OASAS, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

- (b) Should any claim or demand be made, or any action brought against OASAS or the State in any way relating to this Agreement or its performance, the Contractor agrees to render diligently to OASAS and the State, without additional compensation, any and all cooperation which OASAS and the State may require of the Contractor.

#### **XV. Entire Agreement**

It is understood that this instrument including the Attachments listed on the Face Page, represents the entire agreement of the parties; that all previous understandings are replaced by this Agreement; and that no modifications shall be valid unless an Amendment to the Agreement or Budget Modification has been properly executed and approved by all necessary parties.

#### **XVI. Validity of Terms and Conditions**

If any term, provision or condition of this Agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term, provision, and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

#### **XVII. Environmental Tobacco Smoke**

The Contractor shall comply with all provisions of Part 856 of the State of New York Official Compilation of Codes, Rules and Regulations (Title 14 NYCRR Part 856) governing the provision of tobacco-free services and tobacco-free environments of OASAS funded providers. The Contractor shall comply with all federal laws, including Public Law 103-227 and State laws, including Public Health Law section 1399-o, to the extent applicable.

#### **XVIII. Compassionate Care Act**

The Contractor shall comply with all provisions of the Compassionate Care Act, including Public Health Law Article 33, Title V-A and Title 10 NYCRR Part 1004 and any other New York State rules, regulation and guidance related thereto.

#### **XIX. New York State Information Security Breach and Notification Act**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

#### **XX. Data Ownership**

Where the Scope of Work requires Contractor to possess, generate, or be provided access to OASAS data related to chemical dependency and problem gambling services, Contractor acknowledges that such data is owned by OASAS exclusively and will remain the property of OASAS. Contractor is permitted to use data solely for the purposes set forth in any related RFP and the Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any



confidential information (including personal, financial, health, or criminal history record information or other sensitive criminal justice information) for any other purpose. The Contractor is strictly prohibited from releasing or using data or information for any purposes other than those specifically authorized by the State. Contractor agrees that State data shall not be distributed, used, repurposed, transmitted, exchanged, or shared across other applications, environments, or business units of the Contractor, or otherwise passed to other contractors, agents, subcontractors, or any other interested parties, except as expressly and specifically agreed to in writing by the State.

#### **XXI. Data Protection and Transmission**

Where applicable, Contractor shall use appropriate means to preserve and protect OASAS data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. Contractor must, in accordance with applicable law, regulations, or established requirements and the instructions of OASAS, maintain such data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate and necessary data integrity safeguards against the deletion or alteration of such data. In the event any data is lost or destroyed because of any act or omission of the Contractor, or any non-compliance with the obligations of this Contract, then Contractor shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, Contractor shall reimburse OASAS for any costs incurred by the OASAS in correcting, recreating, restoring, or reprocessing such data or in providing assistance therewith.

Contractor agrees that any and all OASAS data will be stored, processed, and maintained solely on designated target devices and that no OASAS data will, at any time, be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the contract/agreement and/or any addendum thereof, or the Contractor's designated backup and recovery processes, and is encrypted in accordance with all current federal and State statutes, regulations, and requirements, to include requirements for data defined as confidential, financial information, personal private and sensitive information (PPSI), personally identifying information (PII) or protected health information (PHI) by statute or regulations. The Contractor shall encrypt data at rest, on file storage, database storage, or on back-up media, and in transit in accordance with State and federal law, rules, regulations, and requirements.

#### **XXII. Safeguards for Services and Confidentiality**

- (a) Services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief or promote or discourage adherence to religion in general or particular religious beliefs.
- (b) Funds provided pursuant to this Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- (c) Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations.

#### **XXIII. Notice**

Pursuant to Section I, paragraph J of the Agreement the parties hereby make the following designations for receipt of all notices, except as limited by the Termination provisions of the Agreement:

- (a) State Agency Official Contact

OASAS hereby designates the Contract Unit or such other Program Office as it may designate, as the official contact for purposes of receiving all notices necessary or required to be made to the State, except as otherwise stated in Termination sections in this Agreement. The address for transmission of all notices is:

OASAS Contracts Unit  
NYS Office of Addiction Services and Supports  
1450 Western Avenue  
Albany, NY 12203

Email: [COVIDfunds@oasas.ny.gov](mailto:COVIDfunds@oasas.ny.gov)

(b) Contractor Official Contact

The Contractor hereby designates the individual who signs the contract as its official contact for purposes of receiving all notices necessary and required to be made to the Contractor, except as otherwise stated in Termination sections in this Agreement and Attachment A-1.

In the event a different designee and address is not provided, or in a subsequent communication pursuant to the Agreement, the State may provide any notice required hereunder, including notice of termination, by providing written notice in the manner required under the Agreement, to the officer who signs the Agreement at the Contract Mailing Address shown on the Face Page of the Agreement.

(c) Initiative Updates

It is the contractor's responsibility to keep abreast of OASAS Supplemental Black Grant Funding Initiatives, modifications, extensions or other updates by regularly checking the OASAS Supplemental Black Grant Funding Initiatives webpage or subpages for updates.

**XXIV. Modifications**

- (a) OASAS may, at its sole discretion, extend both the Current Contract Term and Current Contract Period end dates to a future date if the available funding is extended. The extension of such funds will be conveyed, directly to the contractor and by updating the OASAS Supplemental Block Grant Funding Initiatives webpage or subpage with a notice that the initiative has been extended.
- (b) OASAS may, at its sole discretion, extend the Attachment B Budget end date to a future date if the available funding is extended. The extension of such funds will be conveyed, directly to the contractor and by updating the OASAS Supplemental Block Grant Funding Initiatives webpage or subpage with a notice that the Budget Period(s) have been extended.
- (c) OASAS may, at its sole discretion, revise the Funding Source, Agency Code, CFR Program Code, Contractor Name in the Attachment B Budget and in the "Attachments Part of this Agreement:" on the face page on the contract, if it is the best interest of OASAS. Such changes do not have to be conveyed, directly to the contractor if the changes have no fiscal or reporting impact on the contractor.

**XXV. Related Organizations/Parties**

- (a) OASAS policy objectives on the provision of State Aid funding support to service providers with Related Organizations/Parties (RO/P) are:
  - 1. to assure that State Aid funding support for service provider expenditures involving transactions with RO/Ps, including the leasing of property and/or the purchase of goods and/or services from RO/Ps, is restricted to the lesser of the actual cost to the RO/P or fair market value of the transactions.
  - 2. to assure that all funds available to the service provider, through fundraising activities carried out by the RO/P on behalf of the service provider, are reasonably and appropriately applied toward the legal/corporate purposes of the service provider, in concert with OASAS's statutory authority and mission to support and advance chemical dependence, gambling, and/or other services in New

York State.

- (b) Criteria and documentation requirements for provider certification of compliance with State policy, as set forth the Administrative and Fiscal Guidelines for OASAS-Funded Providers, most recent edition.
- (c) By signing this Agreement, the Contractor certifies that the following information is complete and accurately identifies any RO/PS and their compliance with State policy.

**XXVI. RELATED ORGANIZATIONS/PARTIES CERTIFICATION:**

The Contractor, by signing this agreement certifies that where the organization has a relationship with any entity, which meets the criteria of a related organization/party (RO/P), as defined in the Administrative and Fiscal Guidelines for OASAS-Funded Providers, most recent edition:

- (a) Amounts included in the provider's OASAS approved annual budget and State Aid expenditure reimbursement claims, for service provider expenditures involving any and all transactions with a RO/P, including the leasing of property and/or the purchase of goods and/or services from a RO/P, are/will be restricted to the lesser of the actual cost to the RO/P or fair market value of the transaction, in accord with OASAS policy.
- (b) All funds available to the service provider, through fund raising activities carried out by a RO/P on behalf of the service provider, are/will be reflected in the service provider's OASAS approved annual revenue budget, in accord with OASAS policy.
- (c) Documentation is/will be maintained to fully demonstrate compliance with OASAS policy.

**XXVII. VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT:**

The Contractor offering to provide services pursuant to this Master Agreement, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Master Agreement does not and will not create a conflict of interest with nor position the Contractor to breach any other contract currently in force with the State of New York.

Furthermore, by signing this agreement the Contractor attests that it will not act in any manner that is detrimental to any State project on which the Contractor is rendering services. Specifically, the Contractor attests that:

- (a) The fulfillment of obligations by the Contractor, as proposed in the response, does not violate any existing contracts or agreements between the Contractor and the State;
- (b) The fulfillment of obligations by the Contractor, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Contractor has with regard to any existing contracts or agreements between the Contractor and the State;
- (c) The fulfillment of obligations by the Contractor, as proposed in the response, does not and will not compromise the Contractor's ability to carry out its obligations under any existing contracts between the Contractor and the State;
- (d) The fulfillment of any other contractual obligations that the Contractor has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
- (e) During the negotiation and execution of any contract resulting from this RFP, the Contractor will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;



- (f) In fulfilling obligations under each of its State contracts, including any contract which results from this Master Agreement, the Contractor will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
- (g) No former officer or employee of the State who is now employed by the Contractor, nor any former officer or employee of the Contractor who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and;
- (h) The Contractor has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.
- (i) Contractors responding to this Master Agreement should note that the State recognizes that conflicts may occur in the future because a Contractor may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

End of Attachment A-1, Program Specific Terms and Conditions

## Attachment A-2

### Federally Funded Grants and Requirements Mandated by Federal Laws

#### I. Relation of Attachment and Master Contract

The terms of this Attachment shall supplement those terms specified elsewhere in this Master Contract.

All or a portion of the funding provided under this contract is supported by Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funding. The Contractor acknowledges receipt of the information contained herein from the Office of Addiction Services and Supports (OASAS) and its Commissioner, who is the awarding official:

- The Federal SAPT Block Grant funding is awarded by the Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA) to OASAS.
- The Catalog of Federal Domestic Assistance (CFDA) name and number for this grant is Block Grants for Prevention and Treatment of Substance Abuse, No. 93.959.
- No federal grant funds may be used, directly or indirectly, to purchase, prescribe, or provide marijuana or to provide treatment using marijuana for substance use or mental health disorders.
- The SAPT Block Grant is not subject to Federal Funding Accountability and Transparency Act (FFATA) reporting and is not a Research and Development (R&D) award.
- Limitations on agency administration/indirect costs will be specified with in the scope of work, solicitation, or budgetary documentation for each applicable project.
- Award-specific information includes:

#### SAPT Supplemental Award #1

as awarded under the  
Coronavirus Response and  
Relief Supplemental  
Appropriations Act

SAPT Supplemental Award #2  
as awarded under the American  
Rescue Plan Act

FAIN:	B08TI083539	B08TI083958
Award Period:	03/15/2021-03/14/2024	09/01/2021-09/30/2025
Federal Award Date:	03/11/2021	05/17/2021

- The estimated amount of federal funds obligated to your organization and subaward period under these awards is as shown on the Attachment B Budget.
- Questions related to the information above may be directed to:  
[COVIDFunds@oasas.ny.gov](mailto:COVIDFunds@oasas.ny.gov).

## **II. Lobbying**

- (a) In accepting this Master Contract, the Contractor certifies that no federal funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) In accepting this Master Contract, the Contractor certifies that no State funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of a Member of Congress, a member of the New York State Senate or Assembly, an officer or employee of a member of the New York State Senate or Assembly in connection with the awarding of any State or federal contract, the awarding of any State or federal grant, the making of any State or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative agreement
- (d) Dues or portions of dues paid to any professional association or parent agency whose primary function is of a political or lobbying nature and whose intent is to influence legislation or appropriation actions pending before Local, State, or federal bodies are considered a Non-Allowable Cost and must be identified as such on all Mid-Year and Final Claim submissions.
- (e) The Contractor shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## **III. Federal Suspension and Debarment**

The State and its Contractors are prohibited from contracting with, subcontracting with, or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include



procurement contracts for good or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to subrecipients). Contractors receiving \$100,000 or more and all subcontractors must certify that the organization and its principals are not suspended or debarred. The State and its Contractors may rely upon the certification unless it knows that the certification is erroneous.

#### **IV. Requirements of the Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant**

Contractor acknowledges and agrees to comply with the requirements of the *Administrative and Fiscal Guidelines for OASAS-Funded Providers* and Local Services Bulletin No. 2019-03, or latest update as they relate to requirements of providers receiving State Aid which may include SAPT Block Grant funds.

#### **V. Charitable Choice Requirements**

The Contractor and any Subcontractor agree that they will adhere to Federal requirements governing program beneficiary or prospective program beneficiary rights, as promulgated under 42 CFR Part 54, pertaining to these Federal requirements. To ensure compliance with Federal requirements, the Contractor and Subcontractor agree that:

- a) If an otherwise eligible program beneficiary or prospective program beneficiary (beneficiary) objects to the religious character of the Subcontractor, the Contractor and Subcontractor shall ensure that the beneficiary receives timely notice of the beneficiary's right to services from an alternative provider.
- b) The Contractor and Subcontractor further agree to refer such beneficiaries who have objected to the religious character of the Subcontractor to an alternative provider that is reasonably accessible and has the capacity to provide comparable services to the individual.
- c) The Contractor and/or Subcontractor agree to notify OASAS of any instance in which a beneficiary objects to the religious character of the Subcontractor.
- d) The Contractor and/or Subcontractor will ensure that OASAS receives notice within thirty days of any instance in which there is no alternative provider that is reasonably accessible to the beneficiary or there is no alternative provider with capacity to provide comparable services.

#### **VI. Marijuana Restriction**

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of

opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended...in full accordance with U.S. statutory...requirements.); 21 U.S.C. 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

#### **VII. The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees: a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; b) Procure a commercial sex act during the period of time that the award is in effect; or c) Use forced labor in the performance of the award or subawards under the award.

#### **VIII. Drug-Free Workplace Requirements**

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. Contractor agrees it will provide a drug-free workplace. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of SAMHSA grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of Part 382.

#### **IX. Accessibility Provisions**

Grant recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that Contractor must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex, and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697.

Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.



New York State Office of Addiction Services and Supports  
Attachment B- 1: Budget

SBRRPAPB300  
01/11/2023 15:24

BUDGET PERIOD: 03/15/2021 - 06/14/2023

AGENCY CODE: 70520

CONTRACT NO.: CFA0327

CONTRACTOR: Albany County Department of Mental Health

Initiative: WF - Workforce Development

		All Other Services
Budget Categories	TOTAL	4080 10
		WF
Personal Services	\$0	\$0
FICA & Fringe Benefits	\$0	\$0
Other than Personal Services	\$8,500	\$8,500
Equipment	\$0	\$0
Property/Space	\$0	\$0
Agency Administration	\$0	\$0
Total Expenses	\$8,500	\$8,500
Award		\$8,500
Funding Source		
S01F: SAPT Supplemental #1	\$8,500	\$8,500

Award amount is the amount of federal funds obligated to your organization for this initiative from the supplemental funding under the Substance Abuse Prevention and Treatment Block Grant Program, in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act.  
FAIN: B08T1083539