

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY:</p> <p>Office of Addiction Services and Supports 1450 Western Avenue Albany, NY 12203-3526</p>	<p>BUSINESS UNIT/DEPT. ID: OAS01/3670000</p> <p>CONTRACT NUMBER: C007063</p> <p>CONTRACT TYPE (select one):</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:</p> <p>Albany County Department of Mental Health</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) <input type="checkbox"/> Amendment (list periods)</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 146002563 Federal Unique Entity Identifier: PMEZF45Y79N1 Agency Identifier: 70520</p>	<p>PROJECT NAME: In-Community Clinic Services</p> <p>ASSISTANCE LISTING (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>260 South Pearl Street Albany, NY 12202</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 1/1/2026 To: 12/31/2027</p> <p>AMENDED TERM: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$574,566</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT:

- Appendix A:
- Attachment A:
 - A-1 Agency Specific Terms and Conditions
 - A-2 Program Specific Terms and Conditions
 - A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-4 Net Deficit Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)
 - B-4 (A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

STATE OF NEW YORK CONTRACT FOR GRANTS 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: _____

 Printed Name

Title: _____

Date: _____

STATE AGENCY:

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

By: _____

Nathaniel Beyer, Deputy Director, Contracts,
 Procurements and Purchasing

Karen C. Stackrow, Director of Contracts and
 Procurements

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

**ATTORNEY GENERAL'S SIGNATURE
 APPROVED AS TO FORM**

 Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

 Printed Name

Title: _____

Date: _____

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) 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 operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work 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 and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2:Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

¹ For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the 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 Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the 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 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.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the 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 Contract shall attempt in good faith to reform the 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.

F. Interpretation: The headings in the 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 gender neutral. The 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.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. 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.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, 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 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 Contract.

I. 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 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 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 the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the 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.

K. 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 and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) 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-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

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

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

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

b) Cause: The State may terminate the 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 Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the 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 or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the 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 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: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

Where the 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 Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

4. 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 formal written notice outlining the specific details 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 Contract.

III. ADDITIONAL 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 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 Contract and/or any subcontract entered into under the 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 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 Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 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 Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the 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, 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. 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). 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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as 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. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- 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. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) 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.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the 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. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) 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 specified in the 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.
- e) 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 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 Contract:

- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- 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 Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

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 Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the 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 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:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "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.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written 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 State and 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 Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; 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 Contract (but are not deliverable under the 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 III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. 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.

1. 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: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. 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 Contract.

J. 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

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 Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. 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.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will 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 this Contract.

L. Workers' Compensation Benefits:

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds

\$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. 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 a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal 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. (2) The personal information is

requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal

employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment 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.

16. NO ARBITRATION. Disputes involving this 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.

17. 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. Contractor will have thirty (30)

calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their 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 they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security

Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. 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.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State

Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Attachment A-1

Agency Specific Terms and Conditions

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

WHEREAS, this Contract (Agreement) governs all funding provided by OASAS for the conduct of the program(s) herein approved;

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

1 Applicability

The Contractor shall conduct, either directly or through subcontracts approved by OASAS, substance use disorder treatment, compulsive gambling, prevention, harm reduction, recovery or other authorized services (Program) as referenced in Attachment C of this Contract. The Program shall be performed in accordance with the Attachment C – Work Plan approved by OASAS, and in conformance with the provisions of this Contract, 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 and problem gambling treatment, prevention, harm reduction, and recovery services; and where applicable, operating certificates.

It is understood and agreed to by the Contractor that OASAS shall have the right to reduce the capacity and/or funding of the Contractor for underutilization, or performance deficiencies, in connection with the conduct of the approved Program(s).

1.1 Entire Contract:

It is understood that this Attachment together with the Face Page, Signature Page, and the Contract for Grants - Standard Terms and Conditions, and all other Attachments listed on the Face Page, represent the entire Contract of the parties; that all previous understandings are replaced by this Contract; and that no modifications shall be valid unless an Amendment to the Contract or Budget Modification has been properly executed and approved by all necessary parties.

1.2 Validity of Terms and Conditions:

If any term, provision or condition of this or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 shall be valid and be enforced to the fullest extent permitted by law.

1.3 Interpretations and Representations:

If for any reason it becomes necessary to revise or clarify any information contained herein, (apart from 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 Contract issued by any person, including employees of OASAS, unless such clarification, revision, or other change is provided via a written amendment to this Contract issued by OASAS and approved by the State Office of the State Comptroller (OSC).

1.4 Relation of Attachment and Contract:

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

2 Reduction of Capacity and/or Funding

It is understood and agreed to by the parties that OASAS shall have the right to reduce the capacity and/or funding of the Contractor and any Subcontractor(s) for underutilization, or performance deficiencies, in connection with the conduct of the approved program(s).

3 State Requirements and Responsibilities

3.1 Programs:

The Program shall perform in accordance with OASAS reporting and performance measures, in accordance with all applicable laws, rules and regulations and, where applicable, in accordance with the operating certificates for Chemical Dependence and/or Compulsive Gambling services. All programs shall also comply with the following, as applicable:

- A. Mental Hygiene Law, including but not limited to Articles 19, 25, 32 and 41.
- B. All current and future Local Services Bulletins.
- C. The Administrative and Fiscal Guidelines for OASAS-Funded Providers.
- D. The provisions of the Code of Federal Regulations (CFR) Title 45 Part 96 including but not limited to, Treatment Services for Intravenous Drug Use and Treatment services for pregnant women.
- E. The OASAS Prevention Guidelines.

- F. The Standards for Outpatient Compulsive Gambling Treatment Services.
- G. The OASAS Budget and Claiming Manual for Calendar and July-June Fiscal Periods and the Consolidated Fiscal Reporting and Claiming Manual.
- H. State Finance Law.
- I. The Not-For-Profit Corporation Law.
- J. All other applicable Federal and State laws and regulations.

3.2 Records Retention:

- A. Books and records shall be maintained in accordance with the policies as set forth in the Administrative and Fiscal Guidelines Manual for OASAS-Funded Providers.
- B. If part or all of the performance under this Contract is to be conducted through subcontracts with other entities, then the Contractor agrees that they shall make the provisions of this Contract 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.

3.3 Confidentiality and Protection of Human Subjects:

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 Contract. The Contractor shall maintain the confidentiality of all such information with regard to services provided under this Contract 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 Contract.

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.

3.4 Audit and Compliance:

In addition to the terms set forth in the Contract Standard Terms and Conditions 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 State Attorney General, OSC, OASAS, the Federal Office of the Inspector General and any representatives specifically directed by such entities to take possession of all books, records and documents relating to this Contract 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 Contract 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 Contract, 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 Contract, 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 Contract;
 - 2. suspension of payments;
 - 3. termination of the Contract; and/or
 - 4. employment of another entity to fulfill the requirements of the Contract.
- 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 Contract.

3.5 Data Bank (Central Registry):

NOTE: The provisions of this Article shall apply only to opioid programs.

In accordance with federal requirements (21 CFR Part 291) and under the explicit authority of the New York State Mental Hygiene Law, Section 19.16, OASAS is empowered to "...establish and maintain, either directly or through contract, a central registry for purposes of preventing multiple enrollment, ensuring accurate dosage delivery and facilitating disaster management in methadone programs. OASAS shall require all

methadone programs to utilize such registry and shall have the power to assess methadone programs such fees as are necessary and appropriate.” The purpose of the registry is to maintain accurate and up-to-date records for all opioid programs to ensure that a patient is not receiving opioid services from more than one program at one time and ensure accurate dosage information to facilitate guest dosing and disaster management. The purposes and objectives of the registry function are to ascertain whether a patient was previously known to the system; to admit new patients into the registry; to collect pertinent information and assign unique registry identification numbers; to re-admit previously discharged patients who are eligible for re-admission; to discharge patients from active status; to transfer patients between eligible programs; to record accurate dosage information and to update and correct previously entered information.

Accordingly, the Contractor agrees to render all necessary assistance to OASAS and/or its designees for such purpose, including but not limited to: (i) making the Contractor’s records available to, and furnishing such data as may be requested by, OASAS or such designees (consistent with and as allowable under the applicable provisions of 42 CFR part 2); (ii) providing patient-identifying data to this registry prior to admission, and for all transfers and discharges; and (iii) utilizing the services of OASAS or a firm under contract with OASAS to provide central registry services to ascertain whether any applicant is being served by any other participating opioid program. OASAS has entered into a contract with a vendor for the conduct and operation within OASAS of New York of the Central Opioid Registry.

Pursuant to the terms of this contract, OASAS shall approve fees charged by the vendor to opioid programs. The vendor shall bill the Contractor monthly or at other such intervals as OASAS may agree for all transactions performed by the Contractor. Contractor agrees to make payment directly to the vendor in accordance with the payment instructions supplied by the vendor. If Contractor fails to make timely payments due and owing to the vendor, Contractor may be subject to a delay or offset of funding, as OASAS in its sole discretion deems appropriate.

3.6 Documents, Publications and Public Statements:

In addition to the terms set forth in the Contract Standard Terms and Conditions, 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 Contract 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 Contract, 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 Contract may not be published without prior written approval of OASAS, which results (1) shall acknowledge the support of OASAS and the State 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 the State.
- D. OASAS and the State 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 Contract or activity supported by this Contract. All publications by the Contractor covered by this Contract shall expressly acknowledge OASAS's right to such license.
- E. All the license rights so reserved to OASAS and the State 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 Contract includes DHHS funds.

3.7 Financial Records:

The Contractor and all Subcontractors shall ensure that adequate documentation is maintained to support all expenditures pertaining to OASAS or other revenue sources in accordance with budget documents approved by OASAS. The Contractor and all Subcontractors shall have adequate controls in place to provide for the appropriate accounting and expenditure of funds. Journals, ledgers and registers, including, but not limited to, a cash receipts journal, cash disbursements journal, general journal, general ledger, equipment register, payroll register and voucher register must comply with generally accepted accounting procedures and be maintained on the basis of funding source and program type or program site.

The Contractor and all Subcontractors shall maintain a separate ledger account to provide accountability of funds received from OASAS. The Contractor and all Subcontractors shall additionally maintain separate ledger accounts for each program category in accordance with budget cost categories approved by OASAS. If a Contractor or Subcontractors wish to maintain single agency accounts, the required information must be supported by work papers that detail direct charges and general allocations to each program category.

Budgeted programs should be reported on OASAS budget and claim documents on a program/site specific basis in accordance with instructions in the Consolidated Budget Reporting (CBR) and Claiming Manual and the Consolidated Fiscal Reporting (CFR) and Claiming Manual. The Contractor is responsible for ensuring that no non-allowable expenses, as defined in the CBR and the CFR Manuals and in the OASAS Administrative and Fiscal Guidelines, are budgeted or claimed for State aid reimbursement.

Exceptions to program/site reporting include Supportive Living Community Residence Programs with multiple sites and additional outpatient locations that do not have separate Program Reporting Unit (PRU) numbers. Supportive living programs with multiple sites should be combined into a single column and outpatient additional locations that do not have a separate PRU number should be combined with the main site.

3.8 Indemnification:

In addition to the requirements of the Contract Standard Terms and Conditions, 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 Contract, 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 Contract, 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 Contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Contract.

Should any claim or demand be made, or any action brought against OASAS or the State in any way relating to this Contract or its performance, the Contractor agrees to render diligently to the Governmental Entity and/or OASAS, without additional compensation, any and all cooperation which may be required of the Contractor and/or Subcontractor.

3.9 Non-Supplantation:

In no event shall Federal or State funds provided by OASAS be used to substitute for or supplant other available funds.

3.10 Program Income:

Any revenue received in the performance of the approved program shall first be applied toward the total expenses incurred in the performance of the approved program.

Any funds received for the performance of the approved program shall be applied to reduce OASAS' State Aid reimbursement in the period in which the funds are received.

This shall include local tax levy monies that are being applied to the approved program. Nothing in this Authorization shall be construed to require OASAS to increase State Aid reimbursement should any anticipated revenue, including local tax levy monies in support of the approved program be reduced or eliminated.

The Contractor and all Subcontractors shall develop procedures that conform to OASAS policies and procedures for the billing and collection of patient fees in accordance with the Administrative and Fiscal Guidelines for OASAS Funded Providers. The Contractor and/or Subcontractor shall refer patients as soon as practicable after acceptance of patients into the program to the appropriate third-party payer for determination of their eligibility for third party reimbursement. Any fees paid to the Contractor and/or Subcontractor by or on behalf of a patient for program services shall be accounted for and applied as stipulated in the approved budget for the program. In the event that the Contractor and/or Subcontractor fail to pursue revenue sources to which the program or its patients are entitled to, the OASAS shall have the right to deduct from the approved net operating costs eligible for reimbursement an amount equal to the revenue that should have been collected.

3.11 Treatment Services for Intravenous Drug Abuse:

- A. If the Contractor and/or Subcontractor receives funding from OASAS for treatment services for intravenous drug abuse, the Contractor and/or Subcontractor agrees that they will encourage individuals in need of such treatment to undergo such treatment, as described under 45 CFR § 96.126.
- B. The Contractor and/or Subcontractor further agree that they will ensure that individuals who request and are in need of treatment for intravenous drug abuse receive such treatment as required under 45 CFR § 96.126.
- C. The Contractor and/or Subcontractor agree to notify OASAS within seven days whenever the Contractor and/or Subcontractor reach ninety percent (90%) capacity for treatment services for intravenous drug abuse, and OASAS agrees to include this information in the waiting list management program that OASAS is required to maintain under 45 CFR § 96.126.

3.12 Treatment Services for Pregnant Individuals:

- A. The Contractor and/or Subcontractor agree that each pregnant individual who seeks or is referred for, and would benefit from, treatment services will receive preference in admission to treatment as required under 45 CFR § 96.131.
- B. In any instance in which the Contractor and/or Subcontractor has insufficient capacity to provide treatment services to a pregnant individual who seeks such services, the Contractor and/or Subcontractor shall immediately notify OASAS.

3.13 OASAS Funding for Prevention Services:

Contractors, consultants, vendors, and Subcontractors that operates an OASAS funded and/or certified prevention program agree to comply with the terms and provisions set forth in the latest version of the OASAS Prevention Guidelines. Such Guidelines are expressly incorporated herein and made a part hereof. To the extent a program is unable to comply with portions of the Prevention Guidelines such programs should obtain a Waiver and/or approval from Regional Office.

3.14 Public Officers Law:

Contractors, consultants, vendors, and Subcontractors may hire former State Agency or Authority employees. However, as a rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the State Agency or Authority. Any questions about the appropriateness of employing or utilizing a former State Agency employee should be resolved by obtaining an advisory opinion from the NYS Commission on Ethics and Lobbying in Government which can be contacted at <https://ethics.ny.gov>.

3.15 Safeguards for Services and Confidentiality:

- A. Services performed pursuant to this 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.
- B. Funds provided pursuant to this Contract 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 Contract shall be maintained and used only for the purposes intended under the Contract and in conformity with applicable provisions of laws and regulations.

3.16 Purchase of Furniture or Equipment:

- A. The Contractor shall purchase no furniture or equipment under this Contract except as approved and detailed in the approved budget. The Contractor agrees to fully comply with all State manuals and/or policy memoranda relating to furniture and equipment, including the Administrative and Fiscal Guidelines Manual for OASAS-Funded Providers or latest update.

- B. All title or interest in and to any real property, furniture, equipment and other non-expendable personal property and materials whose purchase cost is borne in whole or in part by monies provided under this Contract shall vest in OASAS, except that title or interest in and to any real property, furniture, equipment and other non-expendable personal property purchased with federal funds provided pursuant to this Contract shall vest in the federal government, pursuant to federal regulations at 45 CFR Part 74 unless such authority is otherwise inappropriate. However, for the duration of the contract term, the Contract shall be in effect, or during the period of any extension of the Contract, the Contractor is granted the right to use the same but only for the purpose of carrying out the terms of this Contract, and if so used, OASAS shall not make any charge or claim any payment from the Contractor for such use.
- C. All real property, furniture, equipment and other non-expendable personal property and materials purchased pursuant to this Contract shall not be transferred, conveyed, or disposed of without written approval of OASAS.
- D. Upon termination of this Contract or of any renewal of this Contract, all real property, furniture, equipment and other non-expendable personal property and materials purchased with funds under this Contract shall be returned to OASAS, unless OASAS has given direction for, or approval of, an alternative means of disposition in writing. The Contractor shall render all necessary assistance which OASAS or any successor to the rights, title and interest of OASAS in and to such real property, furniture, equipment and other non-expendable personal property and materials, may require, in order to facilitate the physical removal, at the sole cost and expense of the Contractor, of such real property, furniture, equipment and other non-expendable personal property and materials in the same condition as received by it, reasonable wear and tear excepted.
- E. The Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section. Such inventory shall be available for immediate inspection by OASAS.

3.17 Leases and Rentals

- A. It is the policy of OASAS, as set forth in the Administrative and Fiscal Guidelines Manual for OASAS-Funded Providers or latest update, that property lease costs included in approved OASAS State Aid funding budgets, must be at or below the fair market rental of similar properties in the community. Leases for State-funded programs must include certain provisions protecting the Contractor and OASAS in the event a program must be defunded or decertified for some reason. Any lease which does not include the minimally required provisions must receive the prior approval of the OASAS Regional Office for the rent to be included in an approved OASAS State Aid funding budget.

Any lease should be for a period of no less than five years and include an option allowing the Contractor to renew for an additional five years. With the written approval of OASAS, these periods can be modified to reflect a changing community, uncertainty of continued funding, and the costs of renovation by a landlord or the Contractor, or other circumstances.

- B. Leases between the Contractor and a Related Organization/Party must also meet these requirements with the additional requirement that the rent payment must be the lower of fair market rent or actual cost to the Related Organization/Party of acquiring and maintaining the property.
- C. Reimbursement of property lease costs is subject to the final review and approval of the OASAS Regional Office and is subject to the availability of State funds.
- D. Contractor must maintain liability and property damage insurance on any property, real or personal, for which OASAS funding is provided, in whole or in part. Such insurance shall contain coverage sufficient to replace the value of any items lost due to theft, disaster or otherwise. In the event of destruction of property for which OASAS State Aid has been used to secure or purchase, Contractor acknowledges it hereby assigns to OASAS the sole right to collect such insurance proceeds and use same in any way OASAS deems appropriate.
- E. When leasing or renting furniture or equipment, the cost of lease or rental, maintenance and operation must not exceed the reasonable annualized costs of its purchase, maintenance, and operation.
- F. The Contractor must review all leases or rental agreements of real estate (including month to month tenancies) or of furniture or equipment, proposed by any Subcontractor for inclusion in its budgeted expenses to ensure compliance with these policies.

3.18 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.

3.19 Ethics Requirements:

- A. The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service

of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Commission on Ethics and Lobbying in Government, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract.

- B. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Commission on Ethics and Lobbying in Government, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Commission on Ethics and Lobbying in Government. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

3.20 Subcontracts:

- A. The Contractor agrees not to subcontract any of its services detailed in Attachment C - Work Plan, without the prior written approval of OASAS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.
- B. If the Contractor determines to subcontract a portion of the services, the Subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this Contract must be fully explained by the Contractor to OASAS. As part of this explanation, the Subcontractor must submit to OASAS a completed Vendor Assurances of No Conflict of Interest or Detrimental Effect form prior to execution of the subcontract.
- C. 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.
- D. The Contractor retains ultimate responsibility for all services performed under the Contract.

- E. All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Contract including, but not limited to, the body of this Contract. OASAS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make OASAS or the State a party to any subcontract or create any right, claim, or interest in the Subcontractor or proposed Subcontractor against OASAS.
- F. OASAS reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the Contractor and Subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this Contract.
- G. The Contractor shall give OASAS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a Subcontractor or which may affect the performance of the Contractor's duties under the Contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Contract.
- H. If at any time during performance under this Contract total compensation to a Subcontractor exceeds or is expected to exceed \$100,000, that Subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire, where requested.
- I. If the Contractor enters into subcontracts for the performance of the work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its Subcontractors. Nothing in the subcontract shall impair the right of OASAS under the Contract. No contractual relationship shall be deemed to exist between the Subcontractor and OASAS.
- J. The Contractor shall conform to all additional subcontracting requirements found in the "Conflict of Interest" section.

3.21 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 Contract, the Administrative and Fiscal Guidelines Manual for OASAS-Funded Providers 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 Manual 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;
1. 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
 2. Contractor shall include the following provision in any agreement with a Subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Contract:
 - a. [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 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.

3.22 Reports and Deliverables:

- A. The Contractor shall prepare and submit all reports and documents as may be required under this Contract 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. All funds made available through this Contract shall be separately accounted for.
- C. 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 Contract.

3.23 Termination:

In addition to the Termination clauses stated in Contract Standard Terms and Conditions, to the extent permitted by law, this Contract shall be deemed in the sole discretion of

OASAS to be 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.

3.24 Environmental Tobacco Smoke:

The Contractor and its Subcontractors 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-certified, funded, or otherwise authorized prevention, treatment, or recovery programs. 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.

3.25 Compassionate Care Act:

The Contractor and its Subcontractors shall comply with all provisions of the Compassionate Care Act, including Public Health Law Article 33, Title 5-A and Title 9 NYCRR Part 113 and any other New York State rules, regulation and guidance related thereto.

3.26 New York State Information Security Breach and Notification Act:

Contractor and its Subcontractors 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.

3.27 Vendor Responsibility:

The Contractor and its Subcontractors shall at all times during the Contract term remain responsible. The Contractor and its Subcontractors agrees, if requested by the Commissioner of OASAS or its designee, 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.

3.28 Data Ownership:

Where the Scope of Work requires a Contractor to possess, generate or be provided access to OASAS data related to substance use disorder 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 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.

3.29 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 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.

3.30 Notice:

Pursuant to the Contract Standard Terms and Conditions of the Contract, the parties hereby make the following designations for receipt of all notices, except as limited by the Termination, provisions of the Contract:

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 Contract.

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: Grants@oasas.ny.gov

B. Contractor Official Contact

The Contractor agrees to designate, the person(s) who will be responsible for directing the work to be done under this Contract as the Chief Executive Officer and Financial Officer named in the Provider Directory System (PDS).

OASAS uses the provider contact information contained in the PDS to distribute program and policy material and announce funding opportunities. In order to receive these important communications, you must keep your agency contact information updated in the PDS. Please review this information and ensure its accuracy and completeness. Instructions for changing contact information are available at <https://apps.oasas.ny.gov> under the Application Documentation heading. Should you require assistance or have questions regarding the PDS, please contact the OASAS Data Management Unit at DataMgmt@oasas.ny.gov.

3.31 Related Organizations/Parties:

3.31.1 Background

Related Organizations/Parties are affiliates, principal owners, management and members of their immediate families and any other party with whom the reporting entity may deal with where one party can significantly influence management or operating policies of the other to the extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

When these relationships exist OASAS has the following Policy Objectives on the provision of State Aid funding support to service providers:

- To ensure that State Aid funding support for service provider expenditures involving financial transactions with related organizations/individuals, including the leasing of property and/or the purchase of goods and services, is restricted to the lesser of the actual cost to the related organization/individual or the fair market value of the transactions.

- To ensure that all funds available from fundraising activities carried out by any related organization/individual on behalf of the service provider are appropriately applied toward the legal/corporate purposes of the service provider consistent with the OASAS mission to support and advance substance use disorder and problem gambling services in New York State.

Additional criteria and documentation requirements for provider certification of compliance with State policy, as set forth in the Administrative and Fiscal Guidelines for OASAS-Funded Providers, most recent edition.

3.31.2 Contractor Requirements and Certification:

By signing this Contract, the Contractor 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 the Contractor will comply with all OASAS directives and complete all necessary forms related to this policy.

3.32 Conflicts of Interest:

3.32.1 Contractor Conflicts of Interest:

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 Contractor's performance of the services 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, and that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering services.
- B. The Contractor hereby affirms and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify OASAS immediately of any actual or potential conflicts of interest.
- C. OASAS and the Contractor recognize that conflicts may occur in the future because the Contractor may establish new relationships. OASAS will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of OASAS, a real or potential conflict of interest cannot be cured.
- D. The Contractor will abide by all other terms and conditions found on the below "*VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT*" form.

3.32.2 Subcontractor Conflicts of Interest:

- A. In addition to any other subcontracting requirements under this Contract, the Contractor shall also obtain and deliver to OASAS, prior to entering into a subcontract, a "*VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT*" form, signed by an authorized executive or legal representative of the Subcontractor.
- B. The Contractor shall also require in any subcontracting agreement that any Subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the OASAS a signed and completed "*VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT*" form for each of its Subcontractors prior to entering into a subcontract.

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT:

(Only Subcontractors Require Signature -Terms Applicable to Contractor and Subcontractors)

Any Contractor offering to provide services pursuant to this Contract, as a contractor, joint venture contractor, Subcontractor, or consultant, attests that its performance of the services outlined in this Contract 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, 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:

1. 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;
2. 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;
3. 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;
4. The fulfillment of any other contractual obligations that the Contractor has with the State will not affect or influence its ability to perform under this contract;
5. During the negotiation and execution of this contract, 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;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Contract, 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;
7. 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 regarding the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. 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.

Contractors responding to this Contract should note that the State recognizes that conflicts may occur in the future because a Contractor may have 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.

Signature required only by Subcontractor(s) performing services under this Contract.

Subcontractor Name

Title

Signature

Date

This form must be signed by an authorized executive or legal representative and returned to OASAS Contracts Bureau.

End of Attachment A-1

ATTACHMENT B – BUDGET

Contract Periods

Contract Type: Multi-Year Agreement

Contract Term: January 1, 2026 - December 31, 2027

Contract Amount: \$574,566

Contract Period Information Details

Out years represent projected funding amounts.

For all contracts, the Budget and Work Plan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

#	DATES	AMOUNT	AMENDED DATES	AMENDED AMOUNT	Budget and Work Plan Indicator
1	1/1/2026-12/31/2026	\$287,283			YES / YES
2	1/1/2027-12/31/2027	\$287,283			NO / YES

**New York State Office of Addiction Services and Supports
Attachment B- 4 Net Deficit Funding**

SBRRPAPB100
12/11/2025 16:15

**BUDGET PERIOD: 01/01/2026- 12/31/2026
APPROVED: 12/11/2025**

AGENCY CODE: 70520

CONTRACT NO.: C007063

CONTRACTOR: Albany County Department of Mental Health

BUDGETED PROGRAMS

BUDGET CATEGORIES	TOTAL CONTRACT	Albany
		4083 00
EXPENSES (GROSS)		
Personal Services	\$99,133	\$99,133
FICA & Fringe Benefits	\$71,178	\$71,178
O.T.P.S.	\$79,500	\$79,500
Equipment	\$0	\$0
Property/Space	\$0	\$0
Agency Administration	\$37,472	\$37,472
Non- Allowable Expenses	\$0	\$0
Total Gross Expenses	\$287,283	\$287,283
REVENUE		
Patient Fees	\$0	\$0
SSI and SSA	\$0	\$0
Public Assistance	\$0	\$0
Medicaid	\$0	\$0
Medicare	\$0	\$0
Third Party/Private Insurance	\$0	\$0
Medicaid Managed Care	\$0	\$0
State Grant	\$0	\$0
Federal Grant	\$0	\$0
Food Stamps	\$0	\$0
Disproportionate Share	\$0	\$0
Local Tax	\$0	\$0
Voluntary Contributions	\$0	\$0
Total Revenue	\$0	\$0
NET OPERATING COST	\$287,283	\$287,283
State Aid	\$287,283	\$287,283
Non- Funded	\$0	\$0
Local Government	\$0	\$0
Total Deficit Funding	\$287,283	\$287,283
FUNDING SOURCE		
013T: Settlement	\$287,283	\$287,283
Total OASAS State Aid	\$287,283	\$287,283

Attachment C: Work Plan In-Community Services

Program goals: The goal of in-community clinic services is to identify, engage, and deliver services to individuals who use substances or have a substance use disorder and are not currently connected to care. Part 822 clinic staff will establish a connection with individuals while familiarizing them with available SUD services including harm reduction, treatment, and/or recovery support services.

The applicant will connect individuals to outpatient or other levels of SUD care based on LOCADTR recommendation and considering the individual's interest, and needs, The applicant will link interested individuals to the appropriate level of care, which may or may not be with a program managed by the provider delivering the in-community service. Low threshold/ Medication for Addiction Treatment constitutes engagement in services.

Providers should:

- Build community partnerships in order to establish a routine schedule of providing in-community clinic services.
- All encounters delivered in community should be those available in the clinic setting and should be billed to third party insurance when eligible to be billed, when such service meets all regulatory and billing requirements.
- Develop formal relationships with partners that interact with people who are in need of SUD care but not likely to engage including, but not limited to: homeless shelters, LDSS, and other social service providers.

Target population: Individuals who use substances and are vulnerable/underserved and those who have not been successfully engaged in traditional treatment settings. (e.g. individuals who live 20+ miles or 45 minutes on public transportation away from services, experience homelessness, mobility issues, are older adults, or lack transportation options).

Services

To work toward a sustainable model, all staff related to this effort must be credentialed, so that where possible encounters are billed appropriately to include, but are not limited to:

- Pre and post admission services
- Assessment
- Medical services including Medication for Addiction Treatment
- Clinical support
- Peer support
- Individual counseling
- Case management

Policy and Procedures

Providers must follow policy and procedures as approved by OASAS and revised based on application submissions. Policies for this initiative are person-centered, trauma informed, culturally competent and inclusive of harm reduction principles.

Policies and procedures include, but are not limited to:

- How partnerships will maintain continuous collaborations over time;
- Low threshold Medication for Addiction Treatment;

- Toxicology testing;
- Ensuring the health and safety of both staff and participants;
- Data collection protocol;
- Policies relating Justice Equity Diversity and Inclusion principles as it relates to employees, as well as serving the client population.
- Policies outlining how the provider identifies, accommodates, and serves those with co-occurring mental health concerns.

Policies and procedures clearly indicate how to determine that an individual is in need of services from another community partner or to a higher level of care. Plans describe the process by which individuals are linked to care in situations that require:

- Immediate crisis services;
- Immediate medical attention;
- Response to an imminent risk for harm to self or others;
- Services outside of the providers' scope of practice.

Reporting and Program Implementation Requirements

The awarded provider will be required to submit the OES Quarterly Expense Reports by the 15th of the month following the close of each quarter. See Appendix D: Outreach Engagement Quarterly Expense Report. The Quarterly Expense Report will be used to calculate the cost per encounter. See Section 1.5 Contract Award Amount Calculation and Reimbursement Methodology for detailed information on the use of the Quarterly Expense Report to inform payment.

Awarded provider must use the OASAS Participant Encounter form to collect data on individuals served and services provided. Providers must complete a consent and then a Participant Encounter form each time a meaningful contact is made engaging with or delivering services to a participant. (See Appendix C: Encounter Data Reporting Guide).

An encounter is defined as an in-person clinical, medical, or peer service delivered to a patient outside of the applicant's traditional brick-and-mortar setting. An encounter can include multiple services for a participant. If multiple services are delivered within a single day by the same staff person, all of these services should be captured on one encounter form. If an individual receives multiple services from more than one staff person within the same day, each staff person must complete an encounter form for services provided because encounter forms are reported based on individual staff role. For the purpose of the cost per encounter calculation, the number of encounters, not the number of services, is used to calculate the cost per encounter. An individual provider can only count one encounter form per participant per day toward the cost per encounter calculation. Awardees will collaborate with OASAS and other Providers to:

- Participate in re-occurring (monthly or bi-monthly) one-on-one check-in meetings with OASAS staff to discuss program needs. Outreach staff are required to attend one-on-one check-ins in conjunction with the designated program supervisor.
- Attend re-occurring learning collaboratives to share successes and challenges with other providers. Attendance at learning collaboratives is required for at least one direct service staff, as well as designated program supervisor.

As needed the above-mentioned appendixes may be modified by OASAS.

Reimbursement Methodology

The gross cost per encounter must not exceed \$396 (upstate) or \$421 (downstate) or fall below \$200 (upstate) or \$213 (downstate) per encounter.

Funding will be advanced quarterly based on the OASAS-approved budget as negotiated with the awarded provider. Funding advances may be withheld or reduced due to missing reporting and/or cost per encounter outside of established range based on geographic region. Quarterly expense reports (Appendix D Outreach and Engagement Expense Report) must be submitted to OASAS no later than the 15th of the month following the quarter. For example, the January 1-March 31, 2026 reporting is due to OASAS no later than April 15, 2026. Participant Encounter forms are due within 24 hours of service delivery.

NYS OASAS will calculate the cost per encounter for a given quarter by dividing the total cost submitted for the quarter by the number of Participant Encounter forms submitted during the time period reflected in the report (expenses/encounters for a per encounter cost). One encounter per individual per day counts toward the reimbursement calculation. An encounter is defined in the glossary of terms. Unless otherwise stated in the application, telehealth services cannot account for more than 10% of encounters in a given quarter.

This calculation will be applied beginning with the second quarter following the start of the contract period and to all quarters thereafter. For the duration of the contract, the quarterly report and encounter forms completed in a given quarter will inform the advance payment for a subsequent quarter. For example, the cost per encounter calculated for Quarter 2 will inform the advance payment for Quarter 4 in Year 1. The calculated per encounter cost in a given quarter must not exceed or fall below the stated range based on geographic location in order to receive the subsequent quarterly payment.

If the calculated costs per encounter falls outside of the stated range in any given quarter, the provider must submit a corrective action plan (CAP) to OASAS no later than 14 days following notification of not meeting the cost per encounter target. OASAS must approve the CAP. If an approved CAP is-not in place or sufficient improvement is not evident in the reporting period, a subsequent quarterly advance payment will be withheld. Continuation of funding beyond the first 12-month period will be contingent upon available funding, provider reporting, the status of any CAP, review of calculated costs per encounter, and anticipated service target achievement.

Funding will be reconciled quarterly based on the review of the Quarterly Expense Reports for the completed fiscal period. Overpayments will be due back to OASAS. Recoupments will be recovered from future advance payments. If upon completion or termination of the contract, all advance payments have not been fully claimed, the balance of such payments shall be paid by the provider to OASAS upon demand.

Definitions

“Encounter” - An encounter is defined as an in person clinical, medical, or peer service delivered to a patient outside of the applicant’s traditional brick-and-mortar setting. An encounter can include multiple services for a participant. For the purpose of the cost per encounter calculation, the number of encounters, not the number of services, is used to calculate the cost per encounter. An individual provider can only count one encounter form per participant per day toward the cost per encounter calculation. If multiple services are delivered within a single day by a staff person, all services should be captured on one encounter form. Because encounter forms are completed by individual staff and indicate staff role, if an individual receives services in the same day from multiple staff, each staff person must complete an encounter form for services provided. Only one encounter form per individual per day will count towards the cost per encounter calculation. Unless otherwise stated in the application, telehealth services cannot account for more than 10% of encounters in a given quarter.

**ATTACHMENT D
PAYMENT AND REPORTING**

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by Deputy Director of Contracts, Procurements and Purchasing of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the 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.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to forty-five (45) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the

Contractor shall have up to forty-five (45) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
12. The Contractor may be required to submit a Consolidated Fiscal Reporting System (“CFR”). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For July-June fiscal year filers, the due date shall be December 1 of each year; for calendar fiscal year filers, the due date shall be June 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements – N/A

(See payment information contained in Schedule B:)

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
 - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
 - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
9. If the Expenditure Based Budget is used in Attachment B-4 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the 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 Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Payment and Reporting Schedule, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in in Schedule B: Payment and Reporting Schedule, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in in Schedule B: Payment and Reporting Schedule, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Payment and Reporting Schedule below.

Schedule B: Payment and Reporting Schedule

January to December Funding Period

DATE(S)	PROCESS/ACTION	CRITERIA FOR PROCESS/ACTION
January 1	Issuance of Annual Contract Budget	Upcoming period's required Budget materials
January 1-10	Quarterly Advance Payment of State funds and Monthly Advance Payment of Federal funds	N/A
February 1-10	Monthly Advance Payment of Federal funds	N/A
March 1-10	Monthly Advance Payment of Federal funds	N/A
April 1-10	Quarterly Advance Payment of State funds and Monthly Advance Payment of Federal funds	N/A
May 1-10	Monthly Advance Payment of Federal funds	N/A
June 1	Prior fiscal period final State Aid claim(s) due to OASAS from Contractor	N/A
June 1-10	Monthly Advance Payment of Federal funds	N/A
July 1-10	Quarterly Advance Payment of State funds and Monthly Advance Payment of Federal funds	N/A
August 1-10	Monthly Advance Payment of Federal funds	OASAS receipt of prior fiscal period Final Claim.
September 1-10	Monthly Advance Payment of Federal funds	OASAS receipt of prior fiscal period Final Claim.
October 1	Due date for submission of Prospective Budget documents to OASAS Regional Offices	N/A
October 1-10	Quarterly Advance Payment of State funds and Monthly Advance Payment of Federal funds	OASAS receipt of prior fiscal period Final Claim.
November 1-10	Monthly Advance Payment of Federal funds	OASAS receipt of prior fiscal period Final Claim and Prospective Budget materials.
December 1-10	Monthly Advance Payment of Federal funds	OASAS receipt of prior fiscal period Final Claim and Prospective Budget materials.

July to June Funding Period

DATE(S)	PROCESS/ACTION	CRITERIA FOR PROCESS/ACTION
July 1	Issuance of Annual Contract Budget	Upcoming period's required Budget materials
July 1-10	Quarterly State and/or Monthly Federal Advance Payment	N/A
August 1-10	Monthly Federal Advance Payment	N/A
September 1-10	Monthly Federal Advance Payment	N/A
October 1-10	Quarterly State and/or Monthly Federal Advance Payment	N/A
November 1-10	Monthly Federal Advance Payment	N/A
December 1	Prior fiscal period final State Aid claim(s) due to OASAS from Contractor	N/A
December 1-10	Monthly Federal Advance Payment	N/A
January 1-10	Quarterly State and/or Monthly Federal Advance Payment	N/A
February 1-10	Monthly Federal Advance Payment	OASAS receipt of prior fiscal period Final Claim.
March 1-10	Monthly Federal Advance Payment	OASAS receipt of prior fiscal period Final Claim.
April 1-10	Quarterly State and/or Monthly Federal Advance Payment	OASAS receipt of prior fiscal period Final Claim.
April 1	Due date for submission of Prospective Budget documents to OASAS Regional Offices.	N/A
May 1-10	Monthly Federal Advance Payment	OASAS receipt of prior fiscal period Final Claim and Prospective Budget materials.
June 1-10	Monthly Federal Advance Payment	OASAS receipt of prior fiscal period Final Claim, and Prospective Budget materials.

E. Special Payment and Reporting Provisions

1. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B. See section B 1 above.

Initial Payment, Advance Payments and Recoupment of Advance Payments shall be made in accordance with the approved payment schedule in the Schedule B: Payment and Reporting Schedule.

2. REPORTING PROVISIONS

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For July to June contractors, the due date shall be December 1 of each year; for calendar year contractors, the due date shall be June 1 of each year, as per section A 12 above.

3. PAYMENT AND REPORTING REQUIREMENTS FOR FUNDING OF STATE AID

- A. Notwithstanding the date of execution, the Contract Term of this Contract shall be for the term specified on the Face Page of this Contract. Within this Contract Term, the funding will be budgeted on an annual basis. The Contract may be amended by mutual agreement of both parties, and proper execution of a contract

amendment as indicated in this Contract STANDARD TERMS AND CONDITIONS, section I, GENERAL PROVISIONS.

- B. Funding for the entire Contract Term shall not exceed the Contract Funding Amount specified on the Face Page of this Contract. Funding for the initial annual budget period shall be set forth in a Contract Budget and Funding Summary (Attachment B) which is attached as part of this Contract. OASAS will notify the Contractor of each subsequent annual budget period funding amount in writing by issuing a new Attachment B for that budget period. In no circumstances, may the aggregate funding amounts for the annual periods exceed the Contract Funding Amount, without a formal amendment to the Contract as indicated in the Contract STANDARD TERMS AND CONDITIONS, section I, GENERAL PROVISIONS before it is deemed effective.
- C. The Attachment B-4 represents the approved expense, revenue and State Aid budget for the period indicated and is the "budget of record" approved by OASAS. The budget of record may be modified only with specific State approval. All requests for budget modifications must be on forms supplied by or approved by OASAS.
- D. Should funding become unavailable, this Contract may be suspended until funding becomes available. In such event, OASAS shall notify the Contractor immediately of learning of such unavailability of funds. However, any such suspension shall not be deemed to extend the Contract Term of this Contract beyond the end date specified on the Face Page hereof. The parties further understand that any and all amounts specified in this Contract represent the amounts which could be available if the Legislature makes appropriations in the amounts requested by the Governor or otherwise for this purpose.
- E. The total State Aid amount indicated on the Attachment B-4 may be adjusted by OASAS due to authorization of a Cost of Living Adjustment (COLA) or other funding adjustment(s) as deemed appropriate by OASAS and for which there is appropriation authority. In the event a COLA is approved and becomes law, or another adjustment is approved by OASAS which affects this Contract, a revised Attachment B-4 that reflects the adjusted amount will be issued to the Contractor by OASAS. Any proposed modification to the Contract must conform to the Contract STANDARD TERMS AND CONDITIONS, section I, GENERAL PROVISIONS.
- F. It is also understood and agreed to by the parties, that OASAS shall have the right to reduce the treatment/prevention capacity and/or funding of the Contractor and any subcontractor for underutilization or performance deficiencies in connection with the conduct of the program.
- G. All funds made available through this Contract shall be separately accounted for.
- H. Any Contractor receiving funding from OASAS for prevention services must ensure that funding is not used for construction (except for minor remodeling needed to conduct the program activities authorized under Attachment C) or for medical services, including alcohol and/or drug treatment or rehabilitation.
- I. If Contractor is a subdivision of a local government, it is prohibited from using OASAS funding herein provided for the remuneration of an employee during the time of that person's employment, who is engaged in political activities intended to interfere with, influence, or coerce an election or nomination of a candidate for any public office.

4. CONSIDERATION

- A. As consideration for the performance of this Contract, OASAS agrees to pay, and the Contractor agrees to accept as payment in full and in complete discharge of OASAS' obligation, reimbursement for up to the Net Operating Cost incurred by the Contractor in the conduct of the program pursuant to this Contract and subject to the Total OASAS State Aid amount indicated on the Attachment B, Budget for each annual budget period and for the programs indicated in the Attachment B. The Contractor agrees that it shall conform to the terms

of the approved budgets, and to all applicable provisions of the federal, State, and local laws, and customary prevailing governmental practices and standards.

- B. In the event that the program of the Contractor includes activities to be conducted through subcontracts with other public or private agencies or other separately identified program activities; the parties agree that OASAS Contract Funding Amount and the Total OASAS State Aid amounts specified as the monetary consideration for this Contract includes any amounts intended for each subcontractor, but only to the extent that the same are approved by OASAS. It is agreed to by the parties that payments pursuant to this Contract made to any subcontractor may require the submission by the Contractor of evaluative and such other data with respect to each subcontractor in a manner and form as shall be required by OASAS.
- C. In the event the approved budget includes amounts for which payments are required to be made under a Dormitory Authority of the State of New York (DASNY) loan received by the Contractor, it is understood by the parties that these amounts will be paid directly by the State to DASNY on the Contractor's behalf and pursuant to an Authorization to Withhold Payment executed by the Contractor upon receipt of the loan proceeds. Such approved amounts shall be used exclusively for the purpose of making required payments to DASNY and shall not be available to the Contractor for any other purpose.
- D. Nothing herein shall serve to increase the Contract Funding Amount on the Face Page of this Contract. The Contractor agrees that in no event shall federal or State funds provided by OASAS be used to substitute or supplant other available funds.

5. PROGRAM INCOME

- A. Any income derived from any funds provided by OASAS pursuant to this Contract shall be accounted for and applied in such manner and to such purpose as shall be provided by the approved budget for the program attached as Attachment B.
- B. Any revenue received by the Contractor or subcontractor during the term of this Agreement shall first be applied toward the total approved expenses incurred in the performance of the program.
- C. Any fees paid by or on behalf of a patient for such services, and any money contribution of such patient to the Contractor or to any subcontractor for services and activities conducted in implementing the program shall be accounted for and applied in such manner and to such purpose provided by the approved budget for the program.
- D. Any funds received by the Contractor or subcontractor for the program, including local tax levy monies, other than State reimbursement, shall be applied to reduce reimbursement by OASAS in the period in which those other funds are received.
- E. The Contractor and its subcontractors, if any, shall refer patients clearly or potentially eligible for third party payments, as soon as practicable after acceptance of such patients into the program, to the appropriate third-party payor for a determination of their eligibility for such payment. The Contractor must develop and adhere to policies and procedures for the billing and collection of patient fees in accordance with the most recent *OASAS Administrative and Fiscal Guidelines for OASAS-Funded Providers*. If the Contractor or any of their subcontractors fail, refrain, or omit to pursue all sources of revenue to which the program, its services or its patients are entitled, OASAS shall have the right to deduct from the net costs eligible for reimbursement, an amount equal to the amount of such sources of revenue that should have been collected.
- F. Nothing in this Contract shall be construed to require OASAS to increase approved State Aid funding should any anticipated revenue, including local tax levy, in support of the program operated by the Contractor be reduced or eliminated.

- G. The Contractor must ensure that funds are the “payment of last resort,” and the Contractor must make every reasonable effort to do the following to pay for these services:
1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 2. Secure from patients or clients’ payments for services in accordance with their ability to pay.

6. GENERAL PAYMENT TERMS

- A. The Contractor, to be eligible for payment, shall submit to OASAS’ designated payment office any appropriate documentation as required in the Schedule B: Payment and Reporting Schedule by agency fiscal guidelines, in a manner acceptable to OASAS. The designated payment office for OASAS is:

Financial Management and Travel Bureau
Office of Addiction Services and Supports
1450 Western Avenue
Albany, New York 12203

- B. At the sole discretion of OASAS, payment of funds shall be made by OASAS as a reimbursement of net costs up to the approved Total OASAS State Aid indicated on the Attachment B and/or an advance, provided the appropriate documentation accompanies the claim for payment, and the Contractor has submitted all required reports, including census reports, to OASAS.
- C. Billing invoices submitted to OASAS must contain all information and supporting documentation required by the Contract, OASAS, and the NYS Comptroller. The Contractor shall comply with NYS Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the NYS Comptroller’s website at www.osc.state.ny.us/epay/index.htm, by email at HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7717. The Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the NYS Comptroller’s electronic payment procedures, except where the Deputy Director of Contracts, Procurements and Purchasing has expressly authorized payment by paper check as set forth in Section A. General Terms and Conditions, number six, of this attachment.
- D. OASAS shall make payments and any reconciliation in accordance with the in Schedule B: Payment and Reporting Schedule. This sum shall not duplicate reimbursement from other sources for Contractor costs and services provided pursuant to this Contract.
- E. It is expressly understood that all payments to the Contractor and all payments by the Contractor to subcontractors (if any) made pursuant to this Contract are subject to audit. OASAS may directly, or through contract, audit payments pursuant to this Contract. The OSC, as well as agencies or contractors of the federal government, may also audit these payments. The Contractor and all subcontractors agree to cooperate fully in any such audit and understand that any failure to so cooperate may be considered a breach of contract and result in withholding of funding or termination of this Contract.
- F. In no event shall the procedures under this section result in any payment more than the Contract Funding Amount.
- G. In the event a new contract has not been executed by the end of the Contract term indicated on the Face Page, OASAS may at its discretion, make an optional advance payment to the Contractor in an amount not

to exceed one-quarter of the OASAS State Aid amount approved for the ending budget period. Any optional payments shall be applied by OASAS to future payments due to the Contractor for services provided during subsequent contract terms.

7. CLAIMS FOR ADVANCE PAYMENTS

- A. In the event the Contractor demonstrates to the satisfaction of OASAS that advance payments are necessary to ensure the effective implementation of the activities covered under this Contract, then OASAS in its sole discretion, shall have the authority to make the initial payment under this Contract no later than 30 days after the full approval of this Contract or 30 days after the start date. Additional advance payments may be made available also at the sole discretion of OASAS and consistent with Schedule B: Payment and Reporting Schedule.
- B. Any inconsistent provision of this Contract notwithstanding, the parties agree that, at the discretion of OASAS, ten percent (10%) of each annual budget period's advance payment may be withheld until the receipt of and approval by OASAS of the final reimbursement claim for the annual budget period.
- C. If upon completion or termination of this Contract, all advance payments have not been fully liquidated, the balance of such payments shall be deducted from any sums otherwise due or which may become due to the Contractor from OASAS, and any deficiency shall be paid by the Contractor to OASAS upon demand.
- D. OASAS reserves the right to terminate or withhold advance payments for any reason including, but not limited to, failure to file required reports in a timely manner and failure to adhere to established regulations, policies and procedures.

8. CLAIMS FOR REIMBURSEMENT PAYMENTS

- A. The Contractor shall, at a minimum, submit a final claim for the budget periods specified in Attachment B. Such claims shall be for costs incurred pursuant to the approved budget of record or any subsequently approved budget changes. Such claims shall be in the form of an expenditure and/or revenue statement submitted in a format to be identified by OASAS with due dates as required by OASAS, and as set forth in the OASAS Administrative and Fiscal Guidelines for OASAS-Funded Providers. Documentation must be maintained by the Contractor to support all expenses incurred in performance of this Contract.
- B. No claim for payment of funds under this Contract shall be submitted later than forty-five (45) days after the end of such claiming period. If due to a late submission of such a claim by the Contractor, OASAS is unable to process the same for payment before the lapsing of State appropriations governing the claiming period, then OASAS shall be deemed to have been discharged from its obligations under this Contract.
- C. It is expressly understood by the parties that the local share of public assistance payments is not to be considered as part of local tax levy or other locally appropriated funds committed to the program.
- D. If the approved budget of the Contractor includes reimbursable payments to be made by the Contractor to a related organization/party, OASAS reserves the right to withhold such reimbursement if complete and accurate information concerning such payments is not provided to OASAS.

End of Attachment D