

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

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| <p>STATE AGENCY (Name & Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</p> | <p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: T007067</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p> |
| <p>CONTRACTOR SFS PAYEE NAME:</p> <p>ALBANY COUNTY OF</p> | <p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p> |
| <p>CONTRACTOR DOS INCORPORATED NAME:</p> | <p>PROJECT NAME:</p> <p>Child Passenger Safety Program - CPS</p> |
| <p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 146002563 DUNS Number (if applicable): 060536653</p> | <p>AGENCY IDENTIFIER:</p> <p>CPS-2024-Albany TSB-00170-(001)</p> <p>CFDA NUMBER (Federally Funded Grants Only): 20.616</p> |
| <p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>112 STATE STREET ALBANY, NY 12207</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address 112 STATE STREET ALBANY, NY 12207</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address 449 NEW SALEM ROAD VOORHESVILLE, NY 12186</p> | <p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 010100000 000 <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 MASTER CONTRACT FOR GRANTS FACE PAGE

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| <p>CURRENT CONTRACT TERM:</p> <p>From: 10/01/2023 To: 09/30/2024</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 10/01/2023 To: 09/30/2024</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p> | <p>CONTRACT FUNDING AMOUNT:</p> <p><i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$37,000</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State</p> <p><input checked="" type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p> |
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

| # | CURRENT PERIOD | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|----------------|----------------|----------------|----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 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
MASTER CONTRACT FOR GRANTS**

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

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

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

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

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

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

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

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

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

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

J. Notice:

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

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

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

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

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

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

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

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

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

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

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

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use Of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

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

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

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

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash

disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

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

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such

manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P 08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S 08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S 08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

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

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project

is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

4. copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

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

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State

⁹ Not applicable to not-for-profit entities.

Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

DATE OF PROJECT - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

GRANT MODIFICATIONS - Grant modifications must be requested through the eGrants system **and** approved by the GTSC **BEFORE** the activity takes place or the item is ordered / purchased. Grant modifications cannot increase the dollar amount of the grant award. The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides information on how to submit a grant modification request. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

PAYMENTS - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed with supporting documentation to: New York State Governor's Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system **and** the documentation mailed (postmarked) to the GTSC by the due dates listed in the Attachment D (Payment and Reporting Schedule) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, **and** the signed and dated Claim for Payment form with supporting documentation must be mailed (postmarked) to the GTSC by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. Contractors must read this instruction guide prior to initiating grant activity.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

Items approved in the budget should be ordered by July 31 and must be received by September 30.

Equipment that costs \$5,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

REPORTING - The Attachment D (Payment and Reporting Schedule) section of this contract outlines the reporting requirements for the Child Passenger Safety grant program. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports must be submitted through the eGrants system.

MONITORING - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one-year period.

Executive Order No. 177, Prohibiting State Contracts that Support Discrimination – The following applies to all contracts, and contract renewals, entered into on or after June 1, 2018 by GTSC for goods, services, technology, or construction, directly or indirectly.

New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. Pursuant to Executive Order No. 177 of the Governor of the State of New York, GTSC will not do business with entities that promote or tolerate discrimination or infringement on civil rights of New Yorkers and direct State entities.

Contractor must ensure that it is free from institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected status.

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS**

Failure to conform to this requirement may, in GTSC's discretion, be treated as a material breach of contract for which GTSC shall be entitled to terminate the Contract without incurring liability for breach thereof upon the part of the State of New York or GTSC.

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.

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.

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**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS**

Notices to the Contractor shall be addressed to:

William VanAlstyne
Traffic Safety Instructor
Albany County DPW Traffic Safety Education
449 New Salem Road
Voorheesville, NY 12186

Notices to the State shall be addressed to:

New York State Governor's Traffic Safety Committee
Attn: Program Manager
6 Empire State Plaza, Room 410B
Albany, NY 12228

CHILD PASSENGER SAFETY GRANT PROGRAM CONDITIONS:

Funds cannot be expended unless at least one technician listed on the grant has and maintains a technician certification from SAFE KIDS Worldwide.

The following four schedules are part of the Child Passenger Safety grant program:

Schedule A – Permanent Fitting Stations
Schedule B – Child Passenger Safety Awareness Trainings
Schedule C – Car Seat Check Events
Schedule D – Car Seat Education & Distribution Programs

The Contractor must check the Attachment C (Work Plan Summary) section of this contract to see which schedule (s) was approved in their grant. Contractor is responsible for ensuring that all conditions listed below that relates to the schedule (s) approved in the Attachment C (Work Plan Summary) section of this contract are adhered to.

Items listed in the Attachment C (Work Plan Summary) section of this contract are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS**

Schedule A - Permanent Fitting Stations

This schedule is **not** to be used for car seat check events or for the distribution of free car seats.

Contractor must provide oversight of the technicians and supplies needed to run the station (s).

Contractor must have certified Child Passenger Safety (CPS) Technicians and/or Instructors with current certification status to staff the fitting station. If the fitting station is a special needs fitting station, the assigned technicians must also be certified by Riley Children's Hospital.

Grant funding will not pay for salaries and overtime; the contractor must allow its staff to operate the fitting station as part of their job duties. This is a community service and there will be no cost to the parent or caregiver for this service.

Contractor should have some type of liability insurance covering the fitting station activities. This may be through the lead agency such as a fire or police department.

Contractor must have a contact person that handles the administrative needs of the fitting station. This person is responsible for receiving phone calls from parents/caregivers, scheduling appointments for inspections, coordinating day-to-day activities, submitting all reports and records and making sure checklist forms are completed. This person does not have to be a Technician but should be someone committed to the program and have some basic Child Passenger Safety knowledge.

Reporting is required twice annually; the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through eGrants.

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ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

Contractor must set a regular schedule of operation for the fitting station with consistent hours and dates of operation. This may be daily, weekly or monthly but should be consistent so that the public can rely on a regular schedule of availability.

Seat inspections can be done by appointment or by drive up, depending on staffing capabilities. Mobile fitting stations must operate on a scheduled basis at designated locations. Each mobile fitting station must operate a minimum of once every three months.

Contractor should post their fitting station information on the GTSC website by emailing the CPS Program Coordinator their agency name, fitting station location, hours of operation, contact person and contact information.

Certified Child Passenger Safety Technicians must complete a car seat check form for each car seat inspected and provide education on the proper use, maintenance and installation of the child restraint based upon the manufacturer's instructions.

A current recall list must be used to verify the seat has not been identified with a defect.

At the end of the appointment the parent/caregiver shall confirm their knowledge and capabilities of car seat usage and proper installation by performing the final installation of the car seat in their vehicle before leaving the fitting station appointment.

All car seats purchased with grant funding must be stored in a secure and locked area. The contractor is responsible for keeping a record of current inventory.

Contractor will be permitted to provide a limited number of replacement seats purchased through funding from the grant. Car seats should not be distributed to a parent/caregiver that comes into the fitting station without a car seat. In this event, please refer them to a local Schedule D Education and Distribution Program. Contractors are to implement the following procedures at their fitting stations:

- When setting up fitting station appointments the parent or caregiver must be informed that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the appointment.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, the technician should:

1. Inspect the seat.

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS**

2. Show and tell of the deficiencies and why the seat needs to be replaced.
3. Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and offer to assist them with learning how to use and install their new seat correctly.
4. If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use your discretion and provide them with a replacement seat. The seat would be provided from your Schedule A car seat inventory.

Schedule B – Child Passenger Safety Awareness Trainings

Effective child passenger safety training is very important in terms of providing technical information to raise awareness of the importance of proper occupant restraint usage.

When Child Passenger Safety Awareness Trainings are conducted for parents and caregivers, the educator will instruct the parent or caregiver about selecting the right seat, deciding which direction it should be in the vehicle, where it should be located in the vehicle, how to install the seat and the proper use of the harnesses. To confirm the knowledge and awareness of a parent/caregiver, the parent/caregiver is required to actually practice car seat installations before leaving the training.

Seats purchased with GTSC funding will **not** be permitted to be distributed through the Schedule B – Child Passenger Safety Awareness Training Programs.

Contractor must use only certified technician(s) to conduct the Child Passenger Safety Awareness trainings.

Contractor must submit a progress report twice annually: the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through eGrants.

Schedule C – Car Seat Check Events

A car seat check event must be **separate** from a fitting station and must not be limited to appointments (unless approved by the NYS GTSC CPS Statewide Coordinator). Examples of events are those held at a shopping mall or auto dealership; held in conjunction with a community event such as a fall festival or open house.

Contractor must conduct or participate in a car seat check event during National Child Passenger Safety Week.

ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

Contractor is expected to post their events on the Car Seat Check Events Calendar on the GTSC web site by emailing a completed CPS Event Web Posting Form to the CPS Program Coordinator 4 weeks before the event, or by filling out a web posting form directly with DMV web services via the following link: <http://nysdmv.gtsc-cps-event-submission.sgizmo.com/s3>.

Contractor must have media involvement in promoting event(s) and the event(s) must be well publicized. (Examples include social media posts, newspapers, magazines, radio, public access television, local news, prime time television, etc.). Do not advertise that car seats will be given away or are "FREE." A copy of the promotional event message must be attached to the progress report. **The GTSC cannot pay for advertising**, but we encourage grantees to partner with local media outlets.

Contractor must acknowledge the Governor's Traffic Safety Committee as one of the sponsors of the event in any promotional materials.

Contractor must have certified Child Passenger Safety Technicians or Instructors to conduct the car seat inspections and installations.

A certified Child Passenger Safety Technician must complete a car seat check form for each car seat inspected. They must also provide education on the proper use, maintenance and installation of the child restraint based upon the manufacturer's instructions.

A current recall list must be used to verify the seat has not been identified with a defect.

At the end of the inspection and education, the parent/caregiver shall confirm their knowledge and capabilities of car seat usage and proper installation by performing the final installation of the car seat in their vehicle before leaving the event.

Contractor must submit a progress report twice annually: the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through the eGrants system. If Contractor is conducting car seat check events with other agencies, all agencies are required to submit a progress report through eGrants noting if they were the host agency or a participating agency. The host agency should be the only one reporting the data from the multiagency check event.

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ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

All child restraints purchased with grant funding must be stored in a secure and locked area. The contractor is responsible for keeping a record of current inventory.

Contractor is to implement the following procedures at their Car Seat Check Events:

- If inquiries are made by the public the parent or caregiver must be informed that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the Car Seat Check Event.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

1. Inspect the seat.
2. Show and tell of the deficiencies and why the seat needs to be replaced.
3. Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and offer to assist them with learning how to use and install their new seat correctly.
4. If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use your discretion and provide them with a replacement seat. The seat would be provided from your Schedule C car seat inventory.

If refreshments for car seat check events are **approved in the budget**, the following guidelines must be followed:

- It is strongly encouraged for all car seat check events hosted by local businesses that the event coordinator ask the local business if they would be willing to provide the am beverage (if applicable) and food with beverage for the lunch or dinner hour for the technicians.
- If the local business is not able to purchase a morning beverage and food with beverage for the lunch or dinner hour, the grantee may use their grant funds to cover the expense if it is in their approved budget. If a grantee would like to add this line item to their Child Passenger Safety Grant – please contact your Highway Safety Program Representative for assistance with a program modification.

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ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

- When food is being purchased for car seat check events with grant funds please remember the following guidelines:
 - Refreshments are only allowable for technicians/instructors and greeters (not for the general public).
 - All car seat check events that are scheduled during the morning, noon time or evening time meal hours can purchase food and beverages for the technicians at the lunch rate established by the federal per diem meal guidelines found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> (lunch rates vary by location/county). For example, if a check event is being held in Albany County from 9AM-2PM or from 3PM-8PM, food/refreshments may be purchased up to the LUNCH rate of \$17 per technician.
 - The purchase of alcohol is not allowable under any circumstances.
 - When a car seat check event is scheduled for the morning or afternoon, which does not take place during the meal time hours, beverages can be purchased for the technicians with the pre-approval of the CPS Coordinator.

Schedule D – Car Seat Education & Distribution Program

The Schedule D program is completely separate from Schedule A program due to the in-classroom instruction that is required before the hands-on car seat training. The Schedule D – education and distribution program cannot distribute seats at a fitting station without the mandatory in-classroom training being completed. If an agency provides the in-classroom training at a separate time and or location from the hands-on training, some form of documentation must be issued to the parent/caregiver to provide at the fitting station. Copies of this documentation must be kept by the contractor with the copy of the car seat check form.

Contractor must have a certified Child Passenger Safety Technician on staff to conduct this program.

Contractor is required to verify that the family is a recipient of federal or state public assistance to qualify for the program.

The Education & Distribution Program allows the distribution of car seats to those individuals who are truly in need of a car seat and meet low income verification requirements. To meet these requirements, the contractor will need to determine income eligibility of all Schedule D clientele. We define low-income families as those who qualify under the New York State WIC Income Eligibility Guidelines or who qualify under a federal or state public assistance program. If a client has a valid card from a social service provider (WIC, Public Assistance, Child Care Council, Food Stamps) who has verified their income status, then the contractor can accept that card as proof of qualification.

ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

Each client is required to complete and sign an application for services, applicant distribution agreement and waiver of liability form for each car seat distributed. (The GTSC will provide sample copies of these forms upon request.)

Clients must have his or her child present or be in the third trimester of pregnancy.

Contractor must give car seats away free of charge to verified, low-income families who are in need of a car seat(s). Contractor will not be permitted to request or receive donations for car seats.

The contractor is required to have an in classroom educational component (at least 30 minutes) which should make an appointment with the hands-on training at least **60 to 90 minutes**. It is recommended that the contractor's in classroom education provide some Child Passenger Safety curriculum either in Power Point Presentation, lecture or in video format, such as "Don't Risk Your Child's Life VII" or "Simple Steps to Child Passenger Safety". The contractor must verify that all education provided is current and accurate.

A certified CPS Technician will also educate each parent/caregiver on the specific car seat's proper installation, use and maintenance based on the manufacturer's instructions.

At the end of the appointment the parent/caregiver shall confirm their knowledge of their new car seat by demonstrating its proper use and installation in their vehicle. The parent/caregiver must correctly complete the final installation **before** leaving the training.

Technicians must complete a car seat check form for each car seat.

Complete and mail the car seat warranty card to the manufacturer.

Contractor must keep all records on file for a minimum of three years from when the car seat is distributed.

Contractor must store all of the grant funded car seats in a secure, locked area and keep a record of seats distributed and the current inventory.

Reporting is required twice annually; the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through eGrants.

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

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

FEDERAL POLICY – Policies and procedures of the following federal statutes and regulations may be applicable:

Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

NONDISCRIMINATION

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

POLITICAL ACTIVITY (HATCH ACT)

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200, and 23 CFR Part 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200, and 23 CFR Part 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200, and 23 CFR Part 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200, and 23 CFR Part 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200, and 23 CFR Part 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200, and 23 CFR Part 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a contractor, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS

No employee, officer, or agent of a Contractor or its subcontractor who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contracts or subcontract, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subcontract. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subcontract. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the contractor's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subcontractors, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The contractor shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No Contractor or its subcontractor, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The contractor shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to the State. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. The state will forward the disclosure to NHTSA. NHTSA will review the disclosure and may require additional relevant information from the subcontractor. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any contractor, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a contractor, and the officers, employees or agents of a contractor who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

End of Attachment A-2 - Federally Funded Grants and Requirements Mandated by Federal Laws

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

PROJECT NAME: Child Passenger Safety Program - CPS

CONTRACTOR SFS PAYEE NAME: ALBANY COUNTY OF

CONTRACT PERIOD: From: 10/01/2023

To: 09/30/2024

CHILD SAFETY SEATS for Schedule A – Permanent Fitting Stations, **Schedule C** – Car Seat Check Events and **Schedule D** - Car Seat Education & Distribution Programs ONLY: Rear-facing infant seats, Convertible seats with 5-point harness, Combination seats with 5-point harness, Booster seats - no back, Booster seats - high back. Special needs restraints may *only* be purchased by agencies with an approved Special Needs Fitting Station.

Total cost of car seats:

OTHER RELATED EXPENSES: These are items needed to properly install a child restraint and/or run your program. All items charged to the grant must be listed under the "Other Than Car Seat Expenses" ON YOUR APPROVED GRANT BUDGET or be subject to non-reimbursement.

All purchases with grant funds are subject to prior approval by the GTSC before your reimbursement claims are paid. You must receive prior approval from the GTSC before making any purchases not listed on your budget summary.

For food to be eligible for reimbursement, "**Schedule C** – Car Seat Check Events" must be approved in the "Attachment C – Work Plan" section of the contract, there must be a checkmark in the box on the "Refreshments for Car Seat Check Events" budget line **and** the following guidelines must be followed.

In relation to federal funds being used for food at child passenger safety car seat check events, the following guidelines will be enforced.

- It is strongly encouraged for all car seat check events hosted by local businesses that the event coordinator asks the local business if they would be willing to provide the am beverage (if applicable) and food with beverage for the lunch or dinner hour for the technicians.
- If the local business is not able to purchase a morning beverage and food with beverage for the lunch or dinner hour, the grantee may use their grant funds to cover the expense if it is in their approved budget. If a grantee would like to add this line item to their Child Passenger Safety Grant – please contact your Highway Safety Program Representative for assistance with a program modification.
- When food is being purchased for car seat check events with grant funds please remember the following guidelines:
 - Refreshments are only allowable for technicians/instructors and greeters (not for the general public).
 - All car seat check events that are scheduled during the morning, noon time or evening time meal hours can purchase food and beverages for the technicians at the lunch rate established by the federal per diem meal guidelines found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> (lunch rates vary by location/county). For example, if a check event is being held in Albany County from 9AM-2PM or from 3PM-8PM, food/refreshments may be purchased up to the LUNCH rate of \$17 per technician.
 - The purchase of alcohol is not allowable under any circumstance.
 - When a car seat check event is scheduled for the morning or afternoon, which does not take place during the mealtime hours, beverages can be purchased for the technicians with the pre-approval of the CPS Coordinator.

COMMON CPS ITEMS TO PURCHASE IN REASONABLE QUANTITIES AND AT REASONABLE MARKET PRICES

THE TOTAL AMOUNT FOR REIMBURSEMENT OF THESE ITEMS IS NOT TO EXCEED **\$300.00** WITHOUT JUSTIFICATION AND PRIOR WRITTEN APPROVAL FROM GTSC.

No justification is needed to purchase these items at reasonable quantities/prices.

Please Note: If you have any questions on what the GTSC deems reasonable, be sure to contact your Highway Safety Program Representative in advance of a purchase. Purchases should be made at the beginning of the grant cycle based upon need for planned CPS events.

| | |
|--|--|
| Antibacterial Hand Soap | Duct Tape |
| Belt-shortening Clips | Pens/Pencils/Chalk |
| Tape Measure(s) | Limited Office Supplies (folders, paper, etc.) |
| Scale(s) (less than \$50 each) | Grip Liner |
| Locking Clips | Clipboards |
| Shipping for other than car seats | Pool Noodles |
| Rubber Gloves | Liability Insurance for Check Events |
| Hand Sanitizing Wipes/Disinfectant Wipes | First Aid Kit/Replacement First Aid Supplies |
| Storage Boxes/Totes* | Scissors |

*Large Plastic Storage Box with Lid not to exceed \$20.00 each

CPS ITEMS TO PURCHASE WITH JUSTIFICATION FOR REASONABLE QUANTITIES

****JUSTIFICATION AND PRIOR APPROVAL REQUIRED****

Please Note: If you have any questions on what the GTSC deems reasonable, please contact your Highway Safety Program Representative.

ONLY THE ITEMS WITH A CHECKMARK IN THE BOX ARE ELIGIBLE FOR REIMBURSEMENT.

| | ITEM | Quantity | Justification |
|-------------------------------------|---|----------|--|
| <input checked="" type="checkbox"/> | 100% certification fees for new technicians and new instructor candidates | 6 | As the program grows, there will always be a need for more certified technicians. Also, Many agencies do not cover the cost of CPS certification |
| <input checked="" type="checkbox"/> | 100% of re-certification fees for current technicians and instructors | 12 | Many agencies do not cover the cost of CPS recertification |
| <input checked="" type="checkbox"/> | LATCH Manual(s) | 8 | The LATCH Manual is essential to have on hand for car seat installation due to the vast complexities of the LATCH system. |
| <input type="checkbox"/> | Refreshments for Car Seat Check Events Please Note: Pre-approval is not required as long as the guidelines regarding refreshments above are followed. | | |
| <input checked="" type="checkbox"/> | Pop-Up Tent (Not to exceed \$150.00 per tent without justification) | 1 | Cover is needed to work under during adverse weather conditions. |
| <input type="checkbox"/> | Mileage to Awareness Training | | |
| <input checked="" type="checkbox"/> | Safe Ride News Subscription (Please indicate number of individual or small office subscriptions) | 1 | Safe Ride News is the exclusive and necessary source of child passenger safety information. |
| <input type="checkbox"/> | Safety Belt Safe Subscription (Please indicate number of limited access or subscription memberships) | | |
| <input checked="" type="checkbox"/> | Shipping for Car Seats | 1 | Shipping costs are a part of the process to receive car seats. |
| <input type="checkbox"/> | Mileage to Car Seat Check Events | | |
| <input checked="" type="checkbox"/> | Approved CPS Videos/Curriculum/Educational Materials (Must receive pre-approval from your Highway Safety Representative prior to purchase) | 1 | Newer materials are needed for the ever-changing world of child passenger safety |
| <input checked="" type="checkbox"/> | Fitting Station or Car Seat Check Event Sign and Stand | 4 | Large signs are needed to direct the general public to our car seat checkup events. |
| <input type="checkbox"/> | CPS Trailer Please Note: Special trailer guidelines apply. Total cost of trailer must not exceed \$4,500. | | |
| <input type="checkbox"/> | Replacement Parts for Special Needs Car Seats (Must have an approved special needs fitting station) | | |
| <input type="checkbox"/> | Other | | |
| <input checked="" type="checkbox"/> | Other Rental of Large Tents for our larger events. | 2 | Weather protection is needed at our larger events to keep our techs and the families we serve in a safe and comfortable environment. |

| | | | | |
|--------------------------|-------|--|--|--|
| <input type="checkbox"/> | Other | | | |
| <input type="checkbox"/> | Other | | | |

Total cost other related expenses: \$6,000.00
TOTAL GRANT AWARD \$37,000.00

**ATTACHMENT C
WORK PLAN
SUMMARY**

PROJECT NAME: Child Passenger Safety Program - CPS

CONTRACTOR SFS PAYEE NAME: ALBANY COUNTY OF

CONTRACT PERIOD: From: 10/01/2023

To: 09/30/2024

SEE ATTACHED WORK PLAN

Important Information:

Conditions related to the Child Passenger Safety grant program Schedules A, B, C and D are provided in the Attachment A-1 (Program Specific Terms and Conditions) section of this contract. Contractor must adhere to the conditions listed in Attachment A-1 for the schedule(s) (A, B, C and/or D) approved in this Attachment C (Work Plan Summary).

Items mentioned in Attachment C (Work Plan Summary) are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

Answer the following:

| | |
|--|---------------------------------------|
| How many car seats were inspected at your fitting station in the last six months? | 71 |
| Who schedules the appointments? | William Van Alstyne |
| What is the average number of appointments scheduled in a month? | 10 |
| How many technicians work at the fitting station? | 1 |
| Name of person who is or will be responsible for submitting progress reports to the GTSC. | William Van Alstyne |
| Email address of person who is or will be responsible for submitting progress reports to the GTSC. | william.vanalstyne@albanycountyny.gov |

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

When setting up fitting station appointments, we will inform the parent or caregiver that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the appointment. If, at the appointment, a seat they have is deemed in need of replacement due to damage, outgrown or recalled, our technicians will:

- 1. Inspect the seat.*
- 2. Show and tell of the deficiencies and why the seat needs to be replaced*
- 3. Inform the parent/caregiver they need to replace the seat and can go to a local retailer to purchase one and that we would be willing to assist them with learning how to use and install their new seat.*
- 4. If the parent/caregiver claims they do not have money for the purchase of a new seat, we will ask them if they can acquire a car seat with their next paycheck or with assistance from a family member. If they have no means to acquire a seat, then we will provide them a replacement seat from our Schedule A seat inventory.*

I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

Type of fitting station **approved** is indicated with a filled circle :

- New Permanent Fitting Station New Mobile Fitting Station New Special Needs Fitting Station
 Existing Permanent Fitting Station Existing Mobile Fitting Station Existing Special Needs Fitting Station
 Add Another Fitting Station

This information will be posted as written on the GTSC and NHTSA web sites.

| | | | |
|---|--------------------------|------|-------|
| Fitting Station Name: | Albany Police Department | | |
| Fitting Station Location Street Address: | 165 Henry Johnson Blvd. | | |
| City: | Albany | Zip: | 12206 |
| Name and Title of Station Contact Person: | Officer Justin Wallace | | |

Phone Number for Scheduling Appointments: (518) 427-4355 (###-###-####)
 Station Contact Email: carseat@albany-ny.org
 Area Served: Urban Suburban Rural
 Population Served: Upper Class Middle Class Lower Class Poverty
 Diverse Population Served: Yes No

Fitting Station Hours of Operation by Appointment (BE SPECIFIC):

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week: Twice per month, varying days
 Hours: 10:00 am - 5:00 pm by appointment

Answer the following:

How many car seats were inspected at your fitting station in the last six months? 21
 Who schedules the appointments? Officer Justin Wallace
 What is the average number of appointments scheduled in a month? 4
 How many technicians work at the fitting station? 4
 Name of person who is or will be responsible for submitting progress reports to the GTSC. William Van Alstyne
 Email address of person who is or will be responsible for submitting progress reports to the GTSC. william.vanalstyne@albanycountyny.gov

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

When setting up fitting station appointments, we will inform the parent or caregiver that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the appointment. If, at the appointment, a seat they have is deemed in need of replacement due to damage, outgrown or recalled, our technicians will:

1. Inspect the seat.
2. Show and tell of the deficiencies and why the seat needs to be replaced
3. Inform the parent/caregiver they need to replace the seat and can go to a local retailer to purchase one and that we would be willing to assist them with learning how to use and install their new seat.
4. If the parent/caregiver claims they do not have money for the purchase of a new seat, we will ask them if they can acquire a car seat with their next paycheck or with assistance from a family member. If they have no means to acquire a seat, then we will provide them a replacement seat from our Schedule A seat inventory.

I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

When setting up fitting station appointments, we will inform the parent or caregiver that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the appointment. If, at the appointment, a seat they have is deemed in need of replacement due to damage, outgrown or recalled, our technicians will:

1. Inspect the seat.
2. Show and tell of the deficiencies and why the seat needs to be replaced
3. Inform the parent/caregiver they need to replace the seat and can go to a local retailer to purchase one and that we would be willing to assist them with learning how to use and install their new seat.
4. If the parent/caregiver claims they do not have money for the purchase of a new seat, we will ask them if they can acquire a car seat with their next paycheck or with assistance from a family member. If they have no means to acquire a seat, then we will provide them a replacement seat from our Schedule A seat inventory.

I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

Type of fitting station **approved** is indicated with a filled circle :

- New Permanent Fitting Station New Mobile Fitting Station New Special Needs Fitting Station
 Existing Permanent Fitting Station Existing Mobile Fitting Station Existing Special Needs Fitting Station
 Add Another Fitting Station

This information will be posted as written on the GTSC and NHTSA web sites.

Fitting Station Name: Town of Bethlehem Police Department
Fitting Station Location Street Address: 447 Delaware Ave,
City: Delmar Zip: 12054
Name and Title of Station Contact Person: Sgt. Michael Whiteley
Phone Number for Scheduling Appointments: (518) 439-9973 (###-###-####)
Station Contact Email: mwhitely@townofbethlehem.org
Area Served: Urban Suburban Rural
Population Served: Upper Class Middle Class Lower Class Poverty
Diverse Population Served: Yes No

Fitting Station Hours of Operation by Appointment (BE SPECIFIC):

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week: 2nd Tuesday of the month
Hours: 11:00 am - 2:00 pm by appointment

Answer the following:

How many car seats were inspected at your fitting station in the last six months? 26

| | |
|--|---------------------------------------|
| Who schedules the appointments? | Sgt. Michael Whitely |
| What is the average number of appointments scheduled in a month? | 4 |
| How many technicians work at the fitting station? | 7 |
| Name of person who is or will be responsible for submitting progress reports to the GTSC. | William Van Alstyne |
| Email address of person who is or will be responsible for submitting progress reports to the GTSC. | william.vanalstyne@albanycountyny.gov |

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

When setting up fitting station appointments, we will inform the parent or caregiver that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the appointment. If, at the appointment, a seat they have is deemed in need of replacement due to damage, outgrown or recalled, our technicians will:

1. *Inspect the seat.*
2. *Show and tell of the deficiencies and why the seat needs to be replaced*
3. *Inform the parent/caregiver they need to replace the seat and can go to a local retailer to purchase one and that we would be willing to assist them with learning how to use and install their new seat.*
4. *If the parent/caregiver claims they do not have money for the purchase of a new seat, we will ask them if they can acquire a car seat with their next paycheck or with assistance from a family member. If they have no means to acquire a seat, then we will provide them a replacement seat from our Schedule A seat inventory.*

I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

Type of fitting station **approved** is indicated with a filled circle :

- New Permanent Fitting Station
 New Mobile Fitting Station
 New Special Needs Fitting Station
 Existing Permanent Fitting Station
 Existing Mobile Fitting Station
 Existing Special Needs Fitting Station
 Add Another Fitting Station

This information will be posted as written on the GTSC and NHTSA web sites.

| | | | |
|---|-----------------------------------|---|-----------------------------|
| Fitting Station Name: | Town of Colonie Police Department | | |
| Fitting Station Location Street Address: | 312 Wolf Road | | |
| City: | Latham | Zip: | 12110 |
| Name and Title of Station Contact Person: | Officer Rebecca Ruecker | | |
| Phone Number for Scheduling Appointments: | (518) 782-2662 (###-###-####) | | |
| Station Contact Email: | rueckerr@colonie.org | | |
| Area Served: | <input type="radio"/> Urban | <input checked="" type="radio"/> Suburban | <input type="radio"/> Rural |

Population Served: Upper Class Middle Class Lower Class Poverty
Diverse Population Served: Yes No

Fitting Station Hours of Operation by Appointment (BE SPECIFIC):

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week: Monday - Friday
Hours: 7:00 am - 3:00 pm by appointment

Answer the following:

| | |
|--|---------------------------------------|
| How many car seats were inspected at your fitting station in the last six months? | 60 |
| Who schedules the appointments? | Officer Rebecca Ruecker |
| What is the average number of appointments scheduled in a month? | 12 |
| How many technicians work at the fitting station? | 5 |
| Name of person who is or will be responsible for submitting progress reports to the GTSC. | William Van Alstyne |
| Email address of person who is or will be responsible for submitting progress reports to the GTSC. | william.vanalstyne@albanycountyny.gov |

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

When setting up fitting station appointments, we will inform the parent or caregiver that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the appointment. If, at the appointment, a seat they have is deemed in need of replacement due to damage, outgrown or recalled, our technicians will:

- 1. Inspect the seat.*
- 2. Show and tell of the deficiencies and why the seat needs to be replaced*
- 3. Inform the parent/caregiver they need to replace the seat and can go to a local retailer to purchase one and that we would be willing to assist them with learning how to use and install their new seat.*
- 4. If the parent/caregiver claims they do not have money for the purchase of a new seat, we will ask them if they can acquire a car seat with their next paycheck or with assistance from a family member. If they have no means to acquire a seat, then we will provide them a replacement seat from our Schedule A seat inventory.*

I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

Type of fitting station **approved** is indicated with a filled circle :

- New Permanent Fitting Station New Mobile Fitting Station New Special Needs Fitting Station
 Existing Permanent Fitting Station Existing Mobile Fitting Station Existing Special Needs Fitting Station

Add Another Fitting Station

This information will be posted as written on the GTSC and NHTSA web sites.

Fitting Station Name: Town of Guilderland Police Department
Fitting Station Location Street Address: 5209 Western Turnpike
City: Guilderland Zip: 12084
Name and Title of Station Contact Person: Officer Matt Hanzalik
Phone Number for Scheduling Appointments: (518) 356-1501 (###-###-####)
Station Contact Email: hanzalikm@guilderlandpd.org
Area Served: Urban Suburban Rural
Population Served: Upper Class Middle Class Lower Class Poverty
Diverse Population Served: Yes No

Fitting Station Hours of Operation by Appointment (BE SPECIFIC):

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week: Monday - Friday
Hours: 8:00 am - 4:00 pm by appointment

Answer the following:

How many car seats were inspected at your fitting station in the last six months? 25
Who schedules the appointments? Officer Matt Hanzalik
What is the average number of appointments scheduled in a month? 7
How many technicians work at the fitting station? 4
Name of person who is or will be responsible for submitting progress reports to the GTSC. William Van Alstyne
Email address of person who is or will be responsible for submitting progress reports to the GTSC. william.vanalstyne@albanycountyny.gov

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

Remainder of page intentionally left blank. Go to page 11.

| | |
|--|---------------------------------------|
| Who schedules the appointments? | Officer P.J. Stone |
| What is the average number of appointments scheduled in a month? | 2 |
| How many technicians work at the fitting station? | 2 |
| Name of person who is or will be responsible for submitting progress reports to the GTSC. | William Van Alstyne |
| Email address of person who is or will be responsible for submitting progress reports to the GTSC. | william.vanalstyne@albanycountyny.gov |

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

When setting up fitting station appointments, we will inform the parent or caregiver that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the appointment. If, at the appointment, a seat they have is deemed in need of replacement due to damage, outgrown or recalled, our technicians will:

- 1. Inspect the seat.*
- 2. Show and tell of the deficiencies and why the seat needs to be replaced*
- 3. Inform the parent/caregiver they need to replace the seat and can go to a local retailer to purchase one and that we would be willing to assist them with learning how to use and install their new seat.*
- 4. If the parent/caregiver claims they do not have money for the purchase of a new seat, we will ask them if they can acquire a car seat with their next paycheck or with assistance from a family member. If they have no means to acquire a seat, then we will provide them a replacement seat from our Schedule A seat inventory.*

I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

End of Schedule A - Permanent Fitting Stations

SCHEDULE C - CAR SEAT CHECK EVENTS

A Child Passenger Safety Car Seat Check Event is conducted to educate parents and caregivers about the proper ways to transport children safely using car seats and seat belts. The purpose of a car seat check event is to focus on the appropriate child restraint selection and proper installation for large groups of people.

Name of Lead Checker: William Van Alstyne

Number of car seat check events planned for the grant period -including the event during CPS week: 7

Name the media source(s) you plan on using:

Local TV Stations, Local Radio Stations, Times Union Newspaper, Albany County Website and Albany County Social Media

Did you conduct the check events that were approved in last year's grant? Yes No Did not have a Schedule C

Did you submit the required progress reports for this program? Yes No Did not have a Schedule C

If you answered **No** to either question above, you must explain:

In addition to following the overarching list of best practices/recommendations required with the CPS program, the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your check event. Please describe your procedure in the box below.

If, at the event, a seat they have is deemed in need of replacement due to damage, outgrown or recalled, our technicians will:

- 1. Inspect the seat.*
- 2. Show and tell of the deficiencies and why the seat needs to be replaced*
- 3. Inform the parent/caregiver they need to replace the seat and can go to a local retailer to purchase one and that we would be willing to assist them with learning how to use and install their new seat.*
- 4. If the parent/caregiver claims they do not have money for the purchase of a new seat, we will ask them if they can acquire a car seat with their next pay check or with assistance from a family member. If they have no means to acquire a seat, then we will provide them a replacement seat from our Schedule A seat inventory.*

I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a replacement car seat.

End of Schedule C - Car Seat Check Events

SCHEDULE D - CAR SEAT EDUCATION & DISTRIBUTION PROGRAM

The Education & Distribution Program is designed to educate parents and caregivers with economic hardships about the proper ways to transport children safely using car seats and seat belts. The focus of a car seat education and distribution program is to provide education on the appropriate child restraint selection and proper installation to people in need.

Please note that a Schedule D program is completely separate from Schedule A program due to the in-classroom instruction that is required before the hands-on car seat training. The Schedule D – education and distribution program cannot distribute seats at a fitting station without the mandatory in-classroom training being completed. If an agency provides the in-classroom training at a separate time and or location from the hands-on training, some form of documentation must be issued to the parent/caregiver to provide at the fitting station. Copies of this documentation must be kept by the agency with the copy of the car seat check form.

If you have an existing program, how many car seats were distributed in the past six months? 233

If you did not previously have a distribution program, enter N/A.

Where are the car seats stored? Albany County DPW, 449 New Salem Road, Voorheesville, NY 12186

What criteria does your agency use to determine income eligibility for a free car seat?

Families must reside in Albany County and meet the thresholds to receive the following forms of public assistance: WIC, Food Stamps and Medicaid. We are assisted by the Albany County Social Services and Albany County Children and Family Services to review that the criteria is met.

What are your agency's guidelines for distributing a car seat?

All Families and or individuals must attend a 1.5 hour training program on crash dynamics, NHTSA's four steps of development and SafetyBeltSafe USA 5-step test. Also included in the program, each family/caregiver must demonstrate how to use their child safety seats during the classroom and hands on instruction and be able to install their CSS properly in their vehicle under the supervision of a certified child passenger safety technician.

How does your agency promote this program to the public?

- | | | |
|---|---|--|
| <input type="checkbox"/> Print Media | <input checked="" type="checkbox"/> Social Services | <input checked="" type="checkbox"/> Health Department |
| <input checked="" type="checkbox"/> Word of Mouth | <input checked="" type="checkbox"/> Hospitals | <input checked="" type="checkbox"/> Day Care Providers |
| <input checked="" type="checkbox"/> Police Agencies | <input type="checkbox"/> Social Media | <input checked="" type="checkbox"/> Other |

Area Served: Urban Suburban Rural

Diverse Population Served: Yes No

Describe the diverse populations in the community you serve:

Here in Albany County, we have refugees and immigrants from all over the world come to reside here. Also, we serve a large African American and Hispanic population. These families make up over 80% of our clients.

In addition to hands-on installation instruction, how does your agency conduct the required in-classroom training portion of the Schedule D - Low Income Program.

Video

Please enter the name of video or videos used:

Our video is comprised of various video clips of crash dynamics, correct use and misuse based on the National Standardized Child Passenger Safety Curriculum. The lecture covers the following points:

**The need for car seats and booster seats*

**Crash Dynamics*

**Correct harnessing followed by hands-on work with their seats in the classroom*

**Correct installation of car seats in vehicles followed by hands-on installation work in their vehicles*

Lecture

Please describe the lecture outline:

The lecture covers the following points:

**The need for car seats and booster seats*

**Crash Dynamics*

**Correct harnessing followed by hands-on work with their seats in the classroom*

**Correct installation of car seats in vehicles followed by hands-on installation work in their vehicles.*

Other

Please explain the educational component:

We also utilize training dolls in a variety of sizes to simulate their unborn children as well as children that are not present. Our families from other Nations have unique needs and language barriers to deal with. Often, child passenger safety is non-existent in their home countries. Also, we are working with the NYS DOH to develop instructional material in many languages to accommodate our refugee and immigrant families.

End of Schedule D - Car Seat Education and Distribution Program

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0.00%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of 0 percent (0.00%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than 0 days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

| | | |
|--------------|--------------|----------------|
| Period _____ | Amount _____ | Due Date _____ |
| Period _____ | Amount _____ | Due Date _____ |
| Period _____ | Amount _____ | Due Date _____ |
| Period _____ | Amount _____ | Due Date _____ |

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (0.00%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*)

Quarterly Reimbursement

Due Date 1/30/2024, 04/30/2024, 07/30/2024 and 10/30/2024

Monthly Reimbursement

Due Date _____

Biannual Reimbursement

Due Date _____

Fee for Service Reimbursement

Due Date _____

- Rate Based Reimbursement
Due Date _____
- Fifth Quarter Reimbursement
Due Date _____
- Milestone/Performance Reimbursement
Due Date/Frequency _____
- Scheduled Reimbursement
Due Date/Frequency _____
- Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Claims for Reimbursement:

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed **with** supporting documentation to: New York State Governor's Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system and the documentation mailed (postmarked) to the GTSC by the due dates listed in this Attachment D (Payment and Reporting Schedule).

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form **with** supporting documentation must be mailed (postmarked) to the GTSC by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

Reports:

This Attachment D (Payment and Reporting Schedule) outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports must be submitted through the eGrants system.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

End of Attachment D - Payment and Reporting Schedule