

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

<p>STATE AGENCY (Name &amp; Address):</p> <p>NYS Education Department 89 Washington Avenue Room 503W - EB Albany, NY 12234</p>	<p>BUSINESS UNIT/DEPT. ID: SED01/3300390</p> <p>CONTRACT NUMBER: «CONTRACT_»</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>«SFS_NAME_»</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>«Legal_Name»</p>	<p>PROJECT NAME: Arthur O. Eve Higher Education Opportunity Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: «SFS_» Federal Tax ID Number: «FEDERAL_ID_» DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>«Address» «State»</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: «Charity_»</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

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

<p><b>CURRENT CONTRACT TERM:</b> From: July 1, 2014 To: June 30, 2019</p> <p><b>CURRENT CONTRACT PERIOD</b> From: July 1, 2014 To: June 30, 2019</p> <p><b>AMENDED TERM:</b> From: _____ To: _____</p> <p><b>AMENDED PERIOD</b> From: _____ To: _____</p>	<p><b>CONTRACT FUNDING AMOUNT</b> <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: «Multi_Year_»</p> <p>AMENDED:</p> <p><b>FUNDING SOURCE (S)</b></p> <p><input checked="" type="checkbox"/> State  <input type="checkbox"/> Federal  <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	7/1/14 to 6/30/15	«yearly»		
2	7/1/15 to 6/30/16	«yearly»		
3	7/1/16 to 6/30/17	«yearly»		
4	7/1/17 to 6/30/18	«yearly»		
5	7/1/18 to 6/30/19	«yearly»		

**ATTACHMENTS PART OF THIS AGREEMENT:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Attachment A:  | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions<br><input type="checkbox"/> A-2 Federally Funded Grants   |
| <input checked="" type="checkbox"/> Attachment B:  | <input checked="" type="checkbox"/> B-1 Expenditure Based Budget<br><input type="checkbox"/> B-2 Performance Based Budget<br><input type="checkbox"/> B-3 Capital Budget<br><input type="checkbox"/> B-1 (A) Expenditure Based Budget (Amendment)<br><input type="checkbox"/> B-2 (A) Performance Based Budget (Amendment)<br><input type="checkbox"/> B-3 (A) Capital Budget (Amendment) |
| <input checked="" type="checkbox"/> Attachment C: Work Plan<br><input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule<br><input type="checkbox"/> Other: |   |

Contract Number: # «CONTRACT\_»

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

CONTRACTOR:

«Legal\_Name»

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

Printed Name

Title: \_\_\_\_\_

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

THE PEOPLE OF THE STATE OF NEW YORK

John B. King, Jr.  
Commissioner of Education

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

Richard J. Trautwein, Alison B. Bianchi or Mary Ellen Clerkin

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

STATE OF NEW YORK

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

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

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

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Contract Number: # «CONTRACT\_»

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Master Contract for Grants Contract, Signature Page

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

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

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

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

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

to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**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:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (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) hereto.

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

## 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. 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.
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:<sup>4</sup> 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:<sup>5</sup> 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:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> 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.

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<sup>4</sup> 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.

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

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

<sup>7</sup> 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) Fifth Quarter Payments:<sup>8</sup> 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.

#### **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.

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<sup>8</sup>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.

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

#### **E. Refunds:**

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

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

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

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

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

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

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

required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

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

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

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

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

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

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

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

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

summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

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

#### **H. Notification of Significant Occurrences:**

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

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

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

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

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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. 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. 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. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must 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).

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).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records 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, 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 V(G)(2) (Publicity) hereof.

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

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

work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and womenowned 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 womenowned 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:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

ATTACHMENT A-1-A

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

General

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

Safeguards for Services and Confidentiality

- A. Notwithstanding Standard Terms and Conditions IV (G) (3), any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- D. No fees shall be charged by the Contractor for training provided under this agreement.
- E. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- F. All inquiries and requests regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- G. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- H. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Contract Number:# «CONTRACT\_»

Page 1 of 1

Agency Specific Terms and Conditions

Attachment A-1-B

Program Specific Terms and Conditions

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

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

Budget Allocation Worksheet							
Budget Allocation Category	Total Dollar Amount Per HEOP Student FTE	Total HEOP Grant Dollar Amount per HEOP Student FTE	Total HEOP Grant Dollars for this Category	Total Institution Matching Funds for this Category	Percent of Institutional Match Funds	Federal/State Funds used for this Category	Total
Academic Support Services	#DIV/0!	#DIV/0!	0	0	#DIV/0!	0	0
Tuition Assistance	#DIV/0!	#DIV/0!	0	0	#DIV/0!		0
Supplemental Financial Assistance	#DIV/0!	#DIV/0!	0	0	#DIV/0!		0
		Subtotal	0	0	#DIV/0!	0	0
	Total Number HEOP Student FTE for the Academic Year						

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-1 – EXPENDITURE-BASED BUDGET  
DETAIL**

**SALARIES FOR PROFESSIONAL STAFF: Code 15**

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

<b>Specific Position Title</b>	<b>Full-Time Equivalent</b>	<b>Annualized Rate of Pay</b>	<b>Project Salary</b>
		Subtotal - Code 15	

**SALARIES FOR SUPPORT STAFF: Code 16**

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

<b>Specific Position Title</b>	<b>Full-Time Equivalent</b>	<b>Annualized Rate of Pay</b>	<b>Project Salary</b>
		Subtotal - Code 16	

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-1 – EXPENDITURE-BASED BUDGET  
DETAIL**

**PURCHASED SERVICES: Code 40**

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

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

**SUPPLIES AND MATERIALS: Code 45**

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

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

Contract Number: # \_\_\_\_\_



**ATTACHMENT B-1 – EXPENDITURE-BASED BUDGET  
DETAIL**

**INDIRECT COST: Code 90**

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

**PURCHASED SERVICES WITH BOCES: Code 49**

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

**MINOR REMODELING: Code 30**

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

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

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-1 – EXPENDITURE-BASED BUDGET  
DETAIL**

**EQUIPMENT: Code 20**

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

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

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

Contract Number: # \_\_\_\_\_



## APPENDIX C – WORK PLAN

### **Background:**

In May 1969, the New York State Legislature amended the Education Law authorizing a program to expand educational opportunity in non-public institutions of higher education. This program, as amended, is designed to support proposals for the screening, testing, counseling, tutoring, teaching, and partial financial assistance of New York State residents who:

1. Are graduates of an approved high school or have obtained a high school equivalency diploma or its equivalent;
2. Have potential for the successful completion of a higher education program; and
3. Are economically and educationally disadvantaged.

The funds allocated by the Legislature are intended to supplement and expand, not supplant, existing efforts.

### **Purpose & Goals:**

The primary objective of the Arthur O. Eve Higher Education Opportunity Program (HEOP) is to help provide a broad range of services to New York State residents who, because of academic and economic circumstances, would otherwise be unable to attend a postsecondary educational institution. Each HEOP institution must ensure that HEOP students are provided with sufficient academic support services, tuition assistance, supplemental financial assistance, and full need packaging to enable them to successfully complete the institutional components required for graduation.

### **General Eligibility:**

Non-public institutions of higher education incorporated by the Legislature or chartered by the Board of Regents and offering two or four year degree programs registered with and approved by the Board of Regents may submit proposals for program support. Programs must serve matriculated students who are working toward a degree. Students must be selected without regard to age, color, religion, creed, disability, marital status, veteran status, national origin, race, sex, gender, genetic predisposition or carrier status, or sexual orientation.

HEOP students must be provided the same level of accommodations as general admit student in all areas pertaining to their education including but not limited to on-campus housing, food services, conferences and workshops, computer and laboratory access.

### **Funding Projections:**

Contract Number: # \_\_\_\_\_

The State Budget has allocated \$24,996,040 for HEOP in 2013-2014. HEOP awards are subject to the availability of funds. The program is operated on a five-year funding cycle. A minimum of fifty percent match of the HEOP grant is required from the institution's own resources. Funds are appropriated by the legislature and Governor based upon the State fiscal year, however funds are contractually obligated based upon the program year.

### **Program Start Date & Coverage of Expenditures:**

The beginning date for HEOP contract activities is July 1, 2014.

HEOP Summer Camp must be for **at least** four full weeks on campus but **no more** than eight weeks. The summer camp activities may occur any time prior to the beginning of an institution's fall semester. Only those postsecondary institutions that are selected for a contract award can be reimbursed for program expenses incurred.

### **Definitions of Frequently Used Terms**

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

**Arthur O. Eve Higher Education Opportunity Program (HEOP):** An educational program approved by the NYS legislature that serves New York State residents who are both academically and economically disadvantaged. HEOP provides a broad range of services to New York State residents who, because of academic and economic circumstances, would otherwise be unable to attend postsecondary non-public educational institutions.

**Compensatory Course:** Supplementary courses designed to help academically disadvantaged students reach high levels of academic achievement and success.

**Current Program:** This includes all institutions applying under this RFP which have an existing Higher Education Opportunity Program at their institution.

**Cost of attendance:** For the purposes of ensuring full need packaging, the cost of attendance includes all costs associated with institutional attendance of a full-time undergraduate student, including but not limited to additional fees, housing, meal plan, and associated ancillary costs.

**Developmental Courses:** Courses that combine pre-college and college-level material, with credit awarded for that portion of the course that is college-level work. There will be more classroom/contact hours for the student in such a course than in

a regular catalog offering for the same credits. (Note: The NYS TAP<sup>1</sup> can be used to provide reimbursement for credit hours only in developmental courses.)

**Disadvantaged students:** Are individuals from low-income families with potential for successful collegiate experiences, but who have not acquired the verbal, mathematical, and other cognitive skills required to complete their college work.

**First-time HEOP student:** A student who has never been matriculated at a postsecondary institution in any regular semester or session prior to the HEOP Summer Camp and has been accepted to be enrolled by a participating HEOP institution.

**Full Need Packaging:** Total resources, including all grants, expected family contributions, work study, and loans to fully meet the needs of a student attending an HEOP institution; must be maintained for the duration of the studies.

**Full-Time Equivalent (FTE):** The standard academic measuring unit used to calculate enrollment as follows:

1. For full-time students enrolled full-time in HEOP during the academic year, the FTE is equivalent to the headcount.
2. Students enrolled full-time in HEOP must carry a minimum of 12 semester hours or the equivalent. However, if due to personal or family responsibilities a student has to register part-time for a particular term, the FTE for this student, registered in a full-time program, will be calculated on an annual 24 credit hour basis.
3. For full-time HEOP students enrolled in a session other than the regular fall and spring academic year terms, 24 semester hours must be used to calculate the FTE; for example, if a student takes six semester hours during the summer session, the FTE must be equal to  $6/24$  or  $1/4$  FTE. If a student takes 12 or more credits/credit equivalents in the summer, the student will have used one semester or  $1/2$  of an FTE.
4. Students enrolled in a part-time program must carry a minimum of six semester hours or the equivalent per term. Twenty-four semester hours/equivalents will equal one FTE. A student recognized part-time in HEOP who enrolls for six credits in a regular term is using up one-fourth ( $1/4$ ) of a year of program eligibility. A student enrolling for 12 or more credits in a term is using up one semester, or one-half ( $1/2$ ) a year, of program eligibility.
5. In requesting HEOP funds, both the current and the start-up program applicants must base the FTE number in their budget request at the number of students enrolled in the first year of the funding cycle. Start-up programs must include in the HEOP B-1 the projected FTEs for years 2-5, as these FTEs will be used to calculate budget awards for years 2-5. The number of FTEs expected each year for current

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<sup>1</sup> See Appendix 1 for NYS TAP

programs should remain the same. For start-up programs, FTEs may steadily increase, as additional students enroll each year, until FTEs level off in the fourth year of funding.

**Headcount:** Refers to the actual number of students enrolled in a program regardless of the number of credit/semester hours for which they are enrolled.

**HEOP Commuter Student:** Enrolled HEOP students not residing in college and/or university owned, operated or contracted housing.

**HEOP Institution (IHE):** A non-public institution, college or university incorporated by the regents or by the legislature, or a school authorized by the regents to confer approved academic degrees and has been approved by HEOP-SED as a legitimate academic organization for hosting the NYS funded Higher Education Opportunity Program.

**HEOP Student:** A matriculated and active member of a participating HEOP institution.

**HEOP-SED:** New York State's primary coordination and administration unit for the Arthur O. Eve Higher Education Opportunity Program; housed under SED's Office of Higher Education.

**HEOP Summer Camp:** A developmental and remedial program designed and hosted by a participating HEOP institution for newly admitted HEOP students. HEOP Summer Camp generally occurs between July and August and is scheduled for a minimum of four weeks to a maximum of eight weeks.

**Institutional Match:** The total amount of funds that the institution contributes towards HEOP from its own resources (state and federal grants are excluded) for the purposes of administering HEOP.

**Maximum Allowable Loan:** The maximum cumulative loan for an HEOP student to complete a baccalaureate program.

**New York State Residency:** The applicant is a resident of the State if any of the following apply:

1. He/she now resides in New York State and will be an undergraduate and has lived in New York State for the last year of high school; or
2. He/she was a resident when the applicant entered military service, VISTA, or the Peace Corps and re-established New York State residency within six months after release from service; or
3. He/she has resided in New York State for at least 12 months immediately preceding the first term for which the applicant is seeking aid and has established domicile (permanent residence) in New York State.

**Non-public Institution:** An accredited higher education institution in New York State not affiliated with the State University of New York (SUNY) or City University of New York (CUNY).

**Number of Members of a Household:** The number of \_\_\_\_\_ members of a household must be determined by ascertaining the number of individuals living in the student's residence who are economically dependent on the same income supporting the student.

**Program Year:** For purposes of these Guidelines, expenditures and activities occurring between July 1 and June 30 of the following year constitute a program year.

**Remedial Course:** Non-credit bearing courses usually for, but not limited to, English and mathematics designed to prepare students for college level course work.

**Resident Student:** A student who either lives off-campus in housing provided by the institution, or on-campus in housing facilities owned and/or maintained by the institution.

**Special Session:** Interim sessions between college year terms (i.e. summer session, winter session)

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

**Start-up Programs:** This includes all institutions applying under this RFP which do not have a current Higher Education Opportunity Program at their institution.

**Students with Disabilities:** A student with any physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, or working. "Substantially limited" generally means that a person is unable to perform a major life activity that the average person in the general population can perform. Mitigating or corrective measures such as medication or corrective lenses may be considered when determining whether a person is substantially limited.

**Tuition Waivers:** A form of financial aid in which the school lowers or eliminates tuition charges for qualified students.

### **Essential Information**

1. The Higher Education Opportunity Program (HEOP) is operated on a five-year funding cycle, 2014-2015 through 2018-2019.
2. The beginning date for HEOP contract activities is July 1, 2014.
3. First-time HEOP summer students must be enrolled in a participating HEOP summer camp program. First-time HEOP summer student activities may occur any time prior to the beginning of an institution's fall semester. Only those postsecondary institutions that are selected for a contract award can be reimbursed for program expenses incurred.

Contract Number: # \_\_\_\_\_

4. Awards run from July 1st through June 30th of each Academic Year (AY).
5. Awards in subsequent years will be subject to the availability of funds and satisfactory performance of the grantee in previous academic years.

## **Objectives**

- A. The primary objective of the Arthur O. Eve Higher Education Opportunity Program (HEOP) is to provide a broad range of services to New York State residents who, because of academic and economic circumstances, would otherwise be unable to attend a postsecondary educational institution. The following services are designed to identify, evaluate, and recruit eligible students and to enable Higher Education Opportunity Program students to complete a higher education experience. Higher Education Opportunity Program funds must be spent only for:
  1. Special testing, counseling and guidance services in the course of screening potential enrollees
  2. Remedial courses, developmental, compensatory courses and summer classes for such students
  3. Special tutoring, counseling and guidance services for such enrolled students
  4. Any necessary supplemental financial assistance, which may include the cost of books and necessary maintenance for such enrolled students; provided however, that such supplemental financial assistance must be furnished pursuant to criteria promulgated by the Commissioner in Section 152-1.5 of the Commissioner's Regulations.
  5. Partial reimbursement for tuition for regular academic courses pursuant to criteria promulgated by the Commissioner in Section 152-1.8 of the Commissioner's Regulations.
- B. Non-public institutions of higher education incorporated by the Legislature or chartered by the Board of Regents and offering two- or four-year degree programs registered with and approved by the Board of Regents may submit proposals for program support.
- C. Programs must serve matriculated students who are working toward a degree.
- D. Students and HEOP staff must be selected without regard to age, color, religion, creed, disability, marital status, veteran status, national origin, race, sex gender, genetic predisposition or carrier status, or sexual orientation.
- E. HEOP funds may not be used to support programs that are segregated on any basis, including admissions policy, housing arrangements, classroom facilities, and allocation of financial aid.
- F. HEOP students must be provided the same level of accommodations as general admit students in all areas pertaining to their education including on-campus housing, food services, conferences and workshops, computer and laboratory access.

## **Program Requirements**

### **A. Program Integration**

1. This program, designed specifically for economically and educationally disadvantaged students, must be an integral part of the college community. It must not be a peripheral activity segregated from other college programs.
2. The special academic and economic needs of HEOP students must be met. Expectations for HEOP students must, however, not be less than the minimums on the institution's standard of academic progress chart filed with the State Education Department. While admission and retention policies for HEOP students are expected to be flexible, institutions must determine a point at which the HEOP student will be subject to the same policies (such as academic probation or dismissal) as the general student population.
3. HEOP is an academic opportunity program and must be closely coordinated with the academic affairs at the institution.
  - a. All funded programs are required to have a full-time HEOP director working on HEOP with a 1.0 FTE reflected in the budget, including in the allocation of HEOP funds, institutional funds, or a combination. NYSED considers the role of the director as pivotal to the implementation of a successful Higher Education Opportunity Program.
  - b. The HEOP director is responsible for providing leadership to HEOP and for the management of the contract and all related HEOP activities.
    - i. These activities include, but are not limited to: on-site management of HEOP activities; management of the budget; development implementation and evaluation of programs and services; the hiring and supervision of staff; coordination of partnerships; sustainability planning; HEOP student recruitment and admissions processes; data collection and reporting; and public relations.
    - ii. The HEOP director must report to a high ranking academic officer of the institution. The institution must clearly demonstrate how the program will be integrated with the academic practices, policies, and personnel of the institution.
  - c. Any change in the structure or reporting relationship of the HEOP or the HEOP director must be subject to the review and approval of HEOP-SED.

### **B. Matriculation**

1. All HEOP students, full-time or part-time, must be matriculated in a registered degree program from the

time of their first enrollment.

2. Full-time matriculated students must satisfy the requirements of Commissioner's Regulation 145-2.1.
3. HEOP students may be designated full-time or part-time.
4. HEOP students attending part-time must enroll for at least six semester hours or the equivalent per term, except for graduating HEOP students in their last term.

### **C. Supportive Academic Services**

1. HEOP students must be academically supported through the screening, testing, counseling, tutoring, and assistance. This includes instruction in study skills, pre- & post-testing, counseling, tutoring, computer literacy, developmental and remedial courses.
2. These services and/or strategies must be available to meet the needs of opportunity program students.

### **D. Full Need Packaging & Cost of Attendance<sup>1</sup>**

1. A FAFSA or other federally recognized needs analysis system must be used in calculating student awards.
2. Financial aid packages will be based on the calculated full need, using a combination of grants, tuition waivers, on-campus work, and loans as available.
3. Full need includes realistic subsistence costs, in addition to institutional charges.

### **E. Final Report**

1. Institutions must prepare internal evaluation plans for their HEOP activities to ensure that the academic needs of HEOP students are being met. The internal evaluation must include both quantitative and qualitative assessments of new and continuing HEOP students. These internal evaluations must be one component of the final report (submitted annually).
2. HEOP-SED will develop and make available the format and list of components required as part of the final report required of each HEOP institution.

### **F. Records, Fiscal Accountability, and Audits**

1. To ensure audit accountability, each institution must adhere to the Generally Accepted Accounting Principles and reflect HEOP and institutional monies by line item, separate from all other institutional accounts. State, institutional, Federal, and other grant funds must be clearly delineated. Each student's financial aid account must reflect all aid sources separately, including HEOP tuition funds and HEOP maintenance funds. The HEOP grant supplements other sources of aid included in a student's financial

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<sup>1</sup> See Appendix 2 for Full Need Packaging

aid package. HEOP funds will be considered "first-out" in cases of over-packaging found on audit, review, or site visit.

2. The HEOP director must be involved in and responsible for the preparation of budgetary documents and coordination of HEOP fiscal affairs. In addition the HEOP director is responsible for the day-to-day administration of HEOP at the campus as well as the recruitment, planning, and reporting requirements of the program. The institution's Chief Administrator is ultimately responsible for the implementation of the HEOP contract on their campus.
3. HEOP-SED staff will review budget(s) submitted by the HEOP director. Budget(s) can be rejected or modified if they include non-allowable items. The HEOP director will be notified by HEOP-SED in the event budget(s) are rejected or modified.
4. All HEOP related institutional records, including student and fiscal records, are subject to audit by the State Education Department and the Office of the State Comptroller, or an agency designated by one of the above.
5. Maintenance of HEOP Records
  - a. Fiscal records, including those identifying an expense of HEOP funds, must be maintained for seven full years, or longer if required by institutional policy or practice.
  - b. Student records must be maintained for six years after the student graduates.
  - c. If a student withdraws from the institution prior to graduation, the student HEOP record must be maintained for six years from the end of the academic term in which the student withdrew, or longer if required by institutional policy or practice.

Audit or litigation will "freeze the clock" for records retention purposes. Supporting documentation related to an issue under audit or litigation must be retained until resolved or the above general rule for record retention, whichever is longer.

## **G. Budgets, Progress Reports, and Payments**

1. Activities funded under a HEOP award will be administered pursuant to a written contract between NYSED and the funded IHE. An institution awarded a contract and accepting HEOP funds must submit an annual budget and budget narrative, for the first year and each succeeding year in a form and manner proscribed by HEOP-SED.
2. Budgets (FS-10)
  - a. The application must include an FS-10 Budget Form for the first year of the program.
  - b. Grantees will submit, on an annual basis, an FS-10 for each subsequent program year.
  - c. General descriptions of expenditures, applicable cost principles and administrative regulations

**3. Transfer of Funds**

- a.** Consistent with the Fiscal Guidelines for Federal and State Grants, budget transfers must be requested using Form FS-10-A: Proposed Amendment for a Federal or State Project.
- b.** For years 1 through 4 (2014-2018), All FS-10-A forms must be submitted anytime between the start date of any funding year and June 1<sup>st</sup> of that year. For the last year (2018-2019) in the program cycle (2014-2019), the deadline for the request for approval of transfer of funds is May 15<sup>th</sup> for the budget period.
- c.** Funds must not be expended until the budget amendment has been approved in writing.
- d.** 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 Attorney General and the Office of the State Comptroller 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 the contract. Funds must not be expended until the contract amendment has been approved in writing.
- e.** Failure to follow the procedures outlined above may result in the disallowance of all expenditures not previously approved by SED.

**4. Timetable for Submission of Program Reports**

- a.** Each institution receiving a HEOP award will be required to submit two program reports annually; a summer report and a final report to the HEOP-SED.
- b.** The summer report is due on October 15<sup>th</sup> every year. This report specifies the enrolled HEOP students for the Summer & Fall sessions (by name, headcount, and FTE) as well as the initial expenditures and activities in operating the HEOP summer camp in a form and manner provided by HEOP-SED. The HEOP student FTE reported on the report due October 15<sup>th</sup> will be used to ensure that the institution has met their budgeted HEOP student FTE.
- c.** The final program report is due on July 15<sup>th</sup> of each program year. This report, in a form and manner provided by HEOP-SED, outlines the institution's expenditures and activities in HEOP for the program year and provides:
  - i.** An analysis of program operation in terms of the stated objectives and the extent to which the objectives were achieved.

- ii. An analysis of the progress of students served by the program with a comparison to other students enrolled by the institution.
  - iii. An itemization of the institution's support of such program during the contract period including the use of outside (Federal, State and local) funds.
  - iv. Plans for program change, expansion and development.
  - v. The extent and nature of faculty, staff, student, and community involvement and participation in program planning and development.
- d. As indicated, the institution's program reports will be reviewed upon receipt by HEOP-SED for accuracy and completeness. The institution will be notified by SED if their submission is incomplete and/or requires additional information.
  - e. Extensions of report deadlines must be requested and approved in writing prior to deadline. Acceptable written notification may include email, regular mail, or fax. All communication relating to an extension of reporting deadlines must be copied to the President of the IHE. An extension may only be approved for a maximum of 10 business days.

5. Electronic reporting system

Section 6451 of the Education Law, para. 6, indicates that a report of the activities of HEOP must be prepared each year and transmitted to the legislature and Governor. Currently, HEOP utilizes MERS (Mercado Electronic Reporting System) for this purpose. Grantees will be required to use this system, or its successor system, which will enable NYSED to securely collect, store, and monitor HEOP data.

6. Timetable for Payment

- a. The Grant Contract is **fully executed** when it has been signed by the IHE's Chief Executive Officer, the New York State Education Department, the Office of New York State Attorney General, and the New York State Office of the State Comptroller.
- b. Not-for-Profit Grantees:
  - i. The initial payment of 25% of the annual budget will be made no later than 90 days after the beginning of the budget period.
  - ii. Subsequent payments would be made following the submission and approval of an FS-25 form, based upon actual expenses to date, plus anticipated expenditures for the next month. Regardless of the amount of anticipated expenditures, requests for funds may total no more than 90 percent of a grantee's budget for that budget period.
  - iii. The final payment occurs upon the approval of the Final Program and Expenditure Report (FS-10F). Late submissions of budgetary forms and reports may

result in the suspension of funds.

- c. For-Profit Grantees: For-profit grantees will not receive advance payments. They may receive interim payments (up to 90 percent of the grant contract), but only actual expenditures will be reimbursed. The final reimbursement payment occurs upon the approval of the Final Program and Expenditure Reports (FS-10F). Late submissions of budgetary forms and reports may result in the suspension of funds.
- d. All Grantees: Grantees may request tuition reimbursement on a schedule that is consistent with the institution's standard tuition collection processes. For example, if a grantee collects tuition from students prior to the start of each semester, and after the end of the previous semester, that institution will request tuition reimbursement for that particular semester during that same time period. Budgeted tuition costs must be based upon the **actual** student FTE of HEOP students currently enrolled in the institution for that semester.

### **Funding Considerations**

HEOP awards are subject to the availability of funds based on an appropriation in the 2014-2015 State budget and each annual appropriation thereafter for the 2014-2019 program cycle.

### **Student Eligibility**

#### **A. Introduction**

1. The Higher Education Opportunity Program is designed to serve the student who is both academically and economically disadvantaged. Campuses sponsoring Higher Education Opportunity Programs are expected to support the recruitment and enrollment of applicants whose life patterns are characterized by both **economic disadvantage** and **academic disadvantage**.
  - a. Indicators may include evidence that the applicant and/or the applicant's family has endured long-term economic deprivation, membership in a group underrepresented in higher education, a history of high unemployment rates, a record of inadequate schooling, and/or little or no accumulation of assets.
  - b. Furthermore, the applicant and the applicant's family are unable to provide for more than the basic needs of family members and may be dependent on public assistance. It must be noted that loss of employment, or the separation, divorce or death of a wage earner in the calendar year prior to the academic year for which eligibility is being established and a resulting decrease

in family income below income guidelines is not, in itself, sufficient to establish historical disadvantage. Such cases must be reviewed carefully in order to determine longer term past patterns of income.

2. An academically disadvantaged student is an individual from a low-income family with potential for a successful collegiate experience but is least likely to achieve academic success without the support and services of HEOP.
  - a. Evidence of this may include grades that fall in the bottom half of the high school graduating class, low Regents examination scores, graduation from a high school that has a poor record for preparing students, or having been out of school for a number of years.
  - b. A student eligible for HEOP will fall below the institution's regular admissions standards whether those include SAT/ACT scores, high school average, class rank or other factors.

## **B. General Requirements**

1. A student eligible for benefits under the Higher Education Opportunity Program must meet all of the following:
  - a. Be both academically and economically disadvantaged according to the criteria as found in section C. below.
  - b. Be a high school graduate or have an approved equivalency diploma.
2. An approved high school diploma means:
  - a. A New York State high school diploma conferred under the guidelines of Commissioner's Regulations section 100.5
  - b. NYS does not recognize a correspondence/on-line high school diploma as meeting the requirements for a secondary education in New York State for NYS residents;
  - c. For students who were residents in another state during high school, a high school diploma issued by another U.S. state, or by a high school recognized by another U.S. state as equivalent to high school graduation as a resident in that state.
3. An approved general equivalency diploma is defined as one of the following:
  - a. Successful passage of the GED® Test Battery; or
  - b. Test Assessing Secondary Completion (TASC); or
  - c. A New York State High School Equivalency Diploma conferred under the procedure outlined in Commissioner's Regulation section 100.7
  - d. Have potential for the successful completion of a postsecondary program; and

- e. Be a resident of New York State according to the criteria found in NYS Education Law section 661(5).

### **C. Academic Eligibility Criteria for First-Time HEOP Students**

#### **1. Quantitative/ Objective Criteria**

- a. Regents Rules state that "the basic test of educational disadvantage is non-admissibility by the college's normal admissions standards to the college at the matriculated status in a degree program."
- b. A further proof of academic eligibility is non-admissibility to a degree program for which application is made.

#### **2. Qualitative / Subjective Criteria**

- a. Letters of recommendation, personal interviews, and pre-testing should be used to assess the applicant's potential for successful completion of a post-secondary academic program.
- b. Essentially, the decision to admit each applicant should be based on a complete evaluation of objective and subjective educational information.
- c. The verification of academic eligibility and the decision to admit an applicant to the program are the joint responsibilities of the program director and an admissions officer.

#### **3. Open Admissions**

- a. At independent institutions, for HEOP eligibility purposes, open admissions is defined as a non-competitive selection process that permits the admission of applicants regardless of their previous academic credentials or experiences. Generally, the only basis for rejection is serious social or psychological problems, as determined by the institution to which a student applies.
- b. HEOP students selected under open admissions should be tested for academic preparedness and, if necessary, required to undertake remedial work and to receive other supportive services necessary to do college-level work.
- c. In order to be considered for HEOP eligibility at an open admissions institution, a student must meet one of the following criteria:
  - i. Possesses a high school diploma; or
  - ii. Possesses a high school equivalency diploma (b.3. above); or
  - iii. Meets other acceptable academic criteria that differentiate the HEOP student from regularly admitted students (e.g., lower test scores, lower GED/TASC scores) [These criteria must be clearly described in the proposal.]; or

iv. Is seeking a high school  
Commissioner's Regulations section 100.7

equivalency diploma under

#### **D. Economic Eligibility Criteria for First-Time HEOP Students**

1. A student is considered economically disadvantaged if he or she is a member of a household where the total annual income of such household is equal to or less than 185 percent of the amount under the annual United States Department of Health and Human Services poverty guidelines for the applicant's family size. Federal poverty guidelines are published annually by the Department of Health and Human Services in the Federal Register. <http://aspe.hhs.gov/poverty/>

All economic eligibility documentation for HEOP must be provided consistent with the information and documentation utilized for the preparation of the FAFSA and for consideration under the NYS Tuition Assistance Program (TAP).

2. The eligibility standards set forth in this section apply only at the time of admission as a first-time student in HEOP.
3. Once admitted, a student may continue to receive supportive services as needed, even if the family income rises above the current eligibility standards. However, a student's economic status must be reviewed under a federally recognized needs analysis system each year and appropriate adjustments made in the student's financial aid package.
4. Responsibility for Documentation - It is the joint responsibility of the HEOP director and the institution's chief financial aid officer to verify that all first-time program students are economically eligible and that all of the appropriate documentation to verify this eligibility is on hand. The institution is responsible and will be held accountable for this documentation.
5. Eligibility Documentation and Reporting
  - a. All documentation needed to verify the economic and academic eligibility of all new students accepted into the program must be in each student's folder.
  - b. It is the HEOP institution's responsibility to ensure each student's file is complete before admission is offered.
  - c. All student eligibility documentation is subject to review by HEOP-SED and the Office of the State Comptroller (OSC). If, during review, any students are found to have incomplete files, the institution will be notified in writing as to missing documentation that must be obtained and placed in the students' folders.

- d. If HEOP-SED staff finds during a \_\_\_\_\_ documentation review that any students are ineligible for HEOP, campus staff will be informed in writing. In this event, enrollment reports and payments will be adjusted accordingly.
- e. A portion of the HEOP Final Report, with signatures of the Chief Administrator, the Chief Financial Aid Officer and the HEOP Director, attests to the academic disadvantage and economic eligibility of each program student. This form must be submitted as part of the HEOP annual final report.

## **E. Selection Criteria for HEOP Transfer Students**

1. Students transferring from opportunity programs funded under Section 6451 or 6452 (HEOP, EOP, SEEK, College Discovery) of the New York State Education Law.
  - a. The semesters a transfer student has spent in any previous NYS opportunity program(s) will be taken into account in calculating the student's remaining semesters of entitlement. The admission procedures must be aware of and adhere to this policy in making decisions about prospective transfers.
  - b. Students may have not earned a post-secondary credit-bearing certificate or degree while in high school, and have earned less than 15 college credits that are transferable to the admitting institution.
  - c. It is the joint responsibility of the institution's HEOP director, Chief Financial Aid Officer & Chief Admissions Officer to verify that all first-time HEOP students and, in the case of transfer HEOP students, Chief Administrator, are economically and academically eligible and that all of the appropriate documentation to verify this eligibility is on hand. All participating HEOP institutions can and will be held accountable for all eligibility documentation. HEOP-SED reserves the right to request corresponding documentation at will from each participating HEOP institution.
  - d. For out-of-state students who attended a corresponding opportunity program in another state and satisfy NY State Residency requirements, they will be evaluated for eligibility in the year which they started at an out-of-state college and/or university. Out-of-state transfer students must not have earned less than 15 credits.
2. College Courses While in High School
  - a. Generally, limited college coursework taken by high school students while they attend high school are considered to be part of the student's high school work and not prior college work. Students that earned a credit-bearing certificate or degree while in high school are not eligible

for enrollment in HEOP.

- b. The institution's HEOP proposal must indicate the specific admission criteria that recognizes a student being academically disadvantaged based on the acceptance of previous postsecondary coursework.
- c. High school students taking college courses for credit in only the following state sponsored programs may be considered admissible to HEOP.
- d. New York State sponsored programs include:
  - i. Liberty Partnerships Program (LPP)
  - ii. Science and Technology Entry Program (STEP)
  - iii. Smart Scholars Early College High School Program (SS ECHS)
  - iv. NYS Pathways in Technology Early College High School

## **F. HEOP Student Funding Eligibility**

### **1. Full-Time Student**

In regular academic sessions, if the institution receives HEOP funds on behalf of a student, the student is considered to be using a semester of eligibility even if the student does not directly receive HEOP funds.

- a. Two-year degree program: A student is allowed six semesters or equivalent of opportunity program eligibility.
- b. Four-year baccalaureate program: A student is allowed ten semesters or equivalent of opportunity program eligibility.
- c. Five-year baccalaureate program: An academic program that requires five years to complete and that the State Education Department has registered as a five-year program. If enrolled in this type of program, a student is eligible for up to 12 semesters of HEOP assistance.
- d. New York State Tuition Assistance Program (TAP): For students who participate in TAP, eligibility for five years is provided under Section 145-2.7 of the Commissioner's Regulations.
- e. Part-time student in a full-time program: It is expected that all HEOP students enrolled in a program funded to serve full-time students will begin with a full-time academic course load. However, due to documented extenuating circumstances, a student may have to register for less than a full-time course load. Some examples include: students with disabilities, medical problems or family responsibilities. The extenuating circumstances requiring less than full-time enrollment must be approved by the institution. If the qualified need to be on part time status extends to more than four semesters for a four year baccalaureate program (two semesters for associate degree), the remaining eligibility will be calculated according to the Part-time schedule

below.

## **2. Part-Time Student**

Students part-time in HEOP must enroll for at least six semester hours or the equivalent per term. The FTE will be calculated on a thirty-semester hour equivalent basis per academic year.

- a. Two year associate degree program: A student is allowed 90 semester hours of eligibility.
- b. Four year baccalaureate program: A student is allowed 150 semester hours of eligibility.
- c. Five-year baccalaureate program: An academic program that requires five years to complete and that the State Education Department has registered as a five-year program. If enrolled in this type of program, a student is eligible for up to 180 hours of HEOP assistance

## **3. Special Sessions**

- a. HEOP-SED funds are not available for continuing students to attend a special academic session without justification. It is the joint responsibility of the HEOP director and of an institutional financial aid officer to verify that all HEOP students attending a special session have a legitimate reason to do so. The institution is responsible and will be held accountable for this documentation.
- b. Thirty semester hours must be used to calculate FTE in other than regular academic year sessions. Students who cumulatively exhaust 15 hours or equivalent of coursework during such summer or special sessions will have used one semester of the ten-semester entitlement. If a student takes 12 or more credits or its equivalent during one summer session, the student will have used one semester of eligibility.
- c. Students are not using HEOP eligibility in a special session if:
  - i. The academic support services and financial assistance received by the students are funded by the institution and/or other sources only, and
  - ii. The students are not reported on the HEOP roster for a special session.

## **Program Funding**

### **A. Funds**

#### **1. HEOP Grant Funds**

Funds made available by the enacted state budget for the 2014-15 fiscal year, will be allocated to successful HEOP applicant non-public institutions of higher education that maintain one or more earned degree programs culminating in an associate degree or baccalaureate degree. The budget for each HEOP Institution will include three major components: academic support services, supplemental financial assistance, and student tuition assistance and should be appropriately recorded on the FS-10 (see program -specific

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guidance regarding FS-10 categories/codes (below). Applicants should refer to the Fiscal Guidelines for Federal and State Aided Grants while preparing their program budgets:

<http://www.oms.nysed.gov/cafe/guidance/guidelines.html>

Allowable direct costs include the following:

**a. Academic support services**

Including HEOP administrative direction, counseling, academic guidance, remedial/developmental education, summer academic programs, tutoring, academic support, and similar academic activities related to special testing, counseling and guidance services in the course of screening potential enrollees.

- i. Salaries for Professional Staff, including the HEOP Director, should be recorded under Code 15 Professional Salaries.
- ii. Costs of consultants and other contractual services should be recorded under Code 40 Purchased Services.
- iii. Other Academic Support Services deemed allowable under sec. 6451 of the Education Law and Section 152-1.5 of the Commissioner's Regulations for HEOP, including special testing, tutoring or guidance services, should be recorded under the appropriate FS-10 category.

(A). Fee waivers may be granted by the test examining agency for low-income-family/students. Waivers should be sought before using HEOP funds for testing services.

(B). Payment of graduate and professional entrance examination fees is allowed. It is necessary to retain on-file receipts for expenditures in this category consistent with the accounting and purchasing procedures of institutional policy, along with all agreements between the institution and contractor(s) and reports provided by the contractor.

- iv. The rate for fringe benefits cannot exceed the actual rate paid by the institution and should be recorded under Code 80 Employee Benefits.

**b. Remedial, Developmental, Compensatory, and Summer Courses**

- i. Section 6451 of Education Law allows for HEOP funding of "remedial courses, developmental or compensatory courses and summer classes."
- ii. Institutions may request HEOP funding of tuition charges for remedial and developmental courses as required and budgeted under code 40 Purchased Services.
- iii. If the HEOP grant and/or institution budget is paying the salary of the course instructor

as recorded under Code 15 Professional Staff, HEOP and/or institution funds must not be used to pay for tuition.

- iv. If the HEOP grant and/or institution budget is paying the salary of the course instructor, as recorded under Code 15 Professional Staff, the institution must not charge tuition for such a course or list tuition as an institutional contribution.
- v. When both HEOP and non-HEOP students are enrolled in a remedial or developmental course, the salary of the instructor paid by HEOP funds must be prorated accordingly.
- vi. If a student is enrolled in a remedial or developmental course in which a tuition charge is based only on the credit portion of the course, HEOP funds may be requested for the costs of the remaining portion of the course (under code 40 Purchased Services).
  - Example: A student enrolls in a developmental English course meeting four contact hours/week (fifteen week semester) for three credits. The student is charged tuition based on the three credits. HEOP funds may be requested for the actual costs of instructional time for the remaining hour of the course.
- vii. If HEOP pays an instructor's salary for coursework used to generate a student's tuition charges, the student's tuition must be reduced by a proportionate amount.
  - Example: If a full-time matriculated student is taking 12 hours in a semester of which 3 hours are in a remedial/ developmental course (where remedial/developmental tuition or the instructor's salary is paid for by HEOP), the student may only be charged 3/4 of the total regular tuition charge for that semester.

c. Tuition Assistance

- i. Under the provisions of section 6451 of the Education Law and 152-1.8 of the Commissioner's Regulations, such funds must be limited to the costs of developmental, remedial, and compensatory courses; and to reimburse the institutions for no more than 50 percent of the tuition charged for the regular academic program.
- ii. Grantees may request tuition reimbursement on a schedule that is consistent with the institution's standard tuition collection processes. For example, if a grantee collects tuition from students prior to the start of each semester, and after the end of the previous semester, that institution will request tuition reimbursement for that particular semester during that same time period. Budgeted tuition costs must be based upon the actual student FTE of HEOP students currently enrolled in the institution for that semester.

- iii. Tuition Assistance should be recorded on the FS-10 budget form under category Code 40 Purchased Services.

d. Supplemental Financial Assistance

Under the provisions of section 6451 of the Education Law, such funds are limited to:

- i. Room and board or a portion thereof should be recorded on the FS-10 under category Code 40 Purchased Services.
- ii. Travel to and from the student's home, for both residential and commuter students should be recorded under Code 46 Travel Expenses.
- iii. Textbooks and instructional materials should be recorded under Code 45 Supplies and Materials.
- iv. Lunches for commuter students should be recorded on the FS-10 under category Code 40 Purchased Services.
- v. Personal expenses, used for students to purchase needed school related materials, with a limitation of \$250 per year, should be recorded under Code 45 Supplies and Materials.
- vi. Medical insurance should be recorded on the FS-10 under category Code 40 Purchased Services.

2. Non-Allowable Costs

Section 6451 of the Education Law and Section 152-1.5 of the Commissioner's Regulations specifically provide the only areas for which HEOP funds may be expended. Any expenditure in categories other than those specifically allowed by law will be rejected.

- a. Funds are **not** available for rental of office or meeting space, storage facilities, equipment, fixtures or communication cost (phone, postage, and/or electronic communication cost), clerical assistance, and other items which fall outside of the allowable expenses identified in the legislation.
- b. Travel
  - i. Section 6451 of Education Law and Section 152-1.5 of the Commissioner's Regulations do not allow HEOP funds to be used for this purpose except as specifically identified for students.
  - ii. It is expected that institutional funds will be available in this category for trips made by HEOP personnel in connection with the fulfillment of HEOP goals as stated in the institution's submitted proposal.
  - iii. Education opportunities may include conferences, trainings, workshops, and recruiting students. Activities sponsored or co-sponsored by HEOP-SED for purposes of staff

training receive first

priority in this category.

- c. HEOP funds cannot be used for items which previously had been assumed by the institution.
- d. HEOP funds cannot be used for indirect costs.
- e. HEOP funds will not be allowed for those expenditures made from Federal or other already available funds. The purpose of an HEOP grant is to supplement rather than supplant monies previously or presently allocated to HEOP. Because of limited HEOP funds, institutions are urged to utilize all available outside resources as well as using all possible institutional resources.
- f. HEOP funds cannot be used to pay for the salary or stipend of the HEOP Director's Supervisor or someone designated as a Principal Investigator for the grant contract.
- g. HEOP funds may not be used for purposes other than those described in the approved grant contract.
- h. HEOP funds are intended to establish new efforts or to enrich or expand existing ones. They may not be used to supplant funding of other existing efforts.

### **3. Institutional Funds**

#### **a. Indirect Expenses**

- i. Section 6451 of the Education Law does not allow for the use of HEOP funds for indirect costs, therefore payment of an Indirect Cost, Code 90, is not allowed.
- ii. Indirect expenses, if included in the institutional match budget, may not exceed twenty percent (20%) of the total institutional matching funds.

#### **b. Institutional Obligation**

- i. All HEOP students must be provided the same level of accommodations as generally-admitted students in all areas pertaining to their education including but not limited to: on-campus residential housing, food services, conferences and workshops, computer and laboratory access, access to online course with supportive services, sufficient office space, classroom space, study space, space for commuter students, etc., based upon the number of students served and the type of academic support services provided and other support for the program to be effective.
- ii. Staffing for HEOP must be consistent with the staffing levels for other institutionally based academic support services. Each institution's HEOP is required to commit to having a full-time HEOP director on staff who serves as the administrative head of HEOP and responsible for the day-to-day program management duties, program planning responsibilities, and program reporting. The HEOP director must be a part of or report to a member of the institution's senior level staff. Each institution is also responsible for

providing sufficient academic support and clerical staff to meet the needs of the institution's HEOP students.

**c. Institutional Match**

- i. A minimum fifty-percent match of the requested HEOP grant is required from the institution's own resources.
- ii. Institutional accounts must be structured to reflect this contribution by appropriate line item.
- iii. Federal and State grant funds may not be used for matching purposes.
- iv. Because of limited state allocated HEOP funds, institutions are urged to use all available outside resources and all possible institutional resources to maintain the effort in support of HEOP.
- v. Each institution participating in HEOP is responsible for providing the same level of tuition assistance, academic support services, and supplemental financial assistance per student in each year of the proposal cycle (2014 – 2019).

**4. Funds from Similar Programs**

- a. When several programs for disadvantaged students exist on a campus, it is HEOP-SED policy to encourage cooperation and, where possible, joint programming.
- b. "Double-counting" of students to generate funds from more than one outside source will not be permitted.
- c. Each student participating must be counted only by one opportunity program for record keeping purposes.
- d. When HEOP activities are part of a larger support program, fiscal accountability can be maintained by establishing a pro-rating of service support generally consonant with the percent of HEOP students in the total population served or by demonstrating that the proportion of funds for supportive services reflects the actual intensity of services delivered to HEOP students. Under such an arrangement, using the concept of "shared services," HEOP students need not be served exclusively by HEOP-supported personnel, and HEOP supported personnel need not serve exclusively HEOP students, provided the overall program budget reflects the pro-rating concept and permits separate accounting of HEOP funds. Institutional documentation of the pro-rating methodology and the data used in establishing and utilizing the methodology must be maintained and be made available as part of HEOP records.

## B. Organization & Administration

### 1. Staffing

Staffing Guidelines are provided as a recommended guide for HEOP Institutions. It should be kept in mind that the figures represent recommended minimum levels. Final determinations must take into account the funds made available by the enacted state budget, the institution, and other sources. For staffing guidelines see Appendix 3.

### 2. HEOP Salary and Benefits

Salaries are negotiated by the institution with HEOP personnel; salaries shall be consistent with those paid to other campus employees with commensurate levels of training, skills, and responsibilities.

- a. If HEOP personnel have other non-HEOP responsibilities, institutional or other resources will be required. It should be noted that salary increases from HEOP funds may be requested for individual professional staff members who will continue in their current positions.
- b. HEOP staff is expected to receive treatment identical to other institutional officers of similar rank with respect to employee benefits, including but not limited to tuition reimbursement, holiday and vacation leave, and health insurance coverage.

### 3. Institutional Officers

When HEOP funds are requested for regular line or staff officers of the institution (e.g., financial aid officer, admissions officer), a job description is required detailing the duties to be performed that exceed what is normally expected of a person in such a position. This person must work under the direct supervision and guidance of the HEOP director for the HEOP specific duties.

### 4. Vacation and Holidays

In the absence of the institution's HEOP director, HEOP-SED requires that participating HEOP institutions designate professional staff that are knowledgeable about the institution's HEOP functions to be available to answer internal and/or external HEOP related inquires at all times. This may include but is not limited to an HEOP assistant director or the senior staff member to whom the HEOP director reports.

### 5. Educational Assistants

Educational Assistants are individuals who are hourly or weekly workers who only provide counseling, tutorial services and/or other academic support services to students. This category is not limited to undergraduate or graduate students, but may include full or part-time institutional employees.

#### a. Summer Sessions

- i. Hourly workers - tutors and others who do not work full-time. Wages paid from HEOP funds must be no less than the minimum wage in New York State.

- ii. Weekly workers - live-in student, counselors, and others that work full-time.
- b. Academic Year
  - i. Hourly workers: tutors and others who do not work full-time. Wages paid from HEOP funds must be no less than the minimum wage in New York State. Wages should be higher than minimum based upon the academic degree attained by the employee and the amount of previous relevant experience.
  - ii. Weekly workers: live-in student, counselors, and others that work full-time. Wages paid from HEOP funds to educational assistants must be no less than the minimum wage in New York State. Wages should be higher than minimum based upon the academic degree attained by the employee and the amount of previous relevant experience.

### **Public Relations & Attribution of HEOP Funding**

- A. In order to ensure the continued support and the commitment of resources of an Institution to Arthur O. Eve HEOP, there must be public awareness of the program's positive impact on the lives of HEOP participants and their families, schools, and communities. Positive publicity and community awareness also helps to ensure that those who are eligible and who could benefit from participation are informed of your program's existence.
- B. To facilitate public awareness, all HEOP funded Institutions must ensure that all public relations materials and activities, such as institutional brochures and award ceremonies, as well as web postings on the institution's own and associated web sites and on Facebook, Twitter, Google+, and any other social media outlets, acknowledge that the institution's HEOP and its activities are supported, in whole or in part, by the New York State Education Department. Also, when local, statewide, or national media report on the achievements or honors received by HEOP students or staff, New York State Education Department's funding must be acknowledged.
- C. In addition, the HEOP director must submit copies of all local, statewide, or national media stories about their program and/or the program participants and staff to the State Education Department at the following address:

New York State Education Department  
Office of K-16 Initiatives and Access Programs – HEOP  
89 Washington Avenue

Room 505W  
Albany, New York 12234

- D. The foregoing publicity requirements are subject to any additional terms and conditions that are defined in the master grant contract.

### **Limitation on the Maximum Award**

The maximum award amount possible for each applicant institution is computed by multiplying the amount of \$5,600 by the number of HEOP academic year student FTEs in the proposal. The maximum number of FTE for any institution of higher education making one or more HEOP applications will be capped at a sum total of 650 FTE per program year. No institution will be awarded funds in excess of this cumulative amount regardless of the number of separate applications submitted for separate campuses of the institution of higher education.

In requesting HEOP funds, both the current and the start-up program applicants must base the FTE number in their budget request at the number of students enrolled in the first year of the funding cycle. Start-up programs must include in the HEOP B-1 the projected FTEs for years 2-5, as these FTEs will be used to calculate budget awards for years 2-5. For start-up programs, the funding amount for the first year will be based upon the expected FTE for year one of the program. FTEs projected by start-up programs may steadily increase, as additional students enroll each year, until FTEs level off in the fourth year of funding (due to the first class of graduating HEOP students). Current programs that are successful in this competition will be funded based upon the full operation FTE number provided on the HEOP form B-1, and will remain the same each year of the program. Both start-up and current programs are subject to the FTE requirements contained in paragraph E (*Changes in Award Amounts and Allocation of Program Increases or Decreases*) below.

### **Changes in Award Amounts and Allocation of Program Increases or Decreases**

1. Each funded program is also expected to meet its budgeted enrollment figure. If actual enrollment is less than 95% of budgeted FTEs based upon the roster provided in the required report due by October 15<sup>th</sup>, the program will have its award reduced to the amount of the institution's per student award amount (up to \$5,600) multiplied by the actual number of HEOP student FTEs reported on the required report due October 15<sup>th</sup>. In addition, the program will be placed on probation in the next program year requiring a site visit and technical assistance review by HEOP-SED.

2. FS-10 budgets of all applicant institutions are subject to adjustment if they fail to attain and/or maintain enrollment goals based upon the HEOP student FTEs recorded on the required report due October 15th. In this instance, an adjusted award letter will be provided to the institution and the institution is required to provide a budget amendment (FS-10A) which realigns the budget to the new award amount. For the subsequent year of the funding cycle, the institution is returned to its original award amount, which will require meeting the original HEOP student FTE. If the institution fails to meet its HEOP student FTE, the award will be reduced again based upon the process outlined above.
3. Adjustments to the award will occur if items within the proposed budget are deemed to be non-allowable or inappropriate.
4. Grant funds must be expended on allowable activities in accordance with the approved budget and in accordance with the applicable cost principles. Further, budget allocations in future years are subject to review.
5. If additional funding becomes available, and NYSED chooses to distribute this funding to applicants of this current RFP, NYSED will allocate the funds in this order by:
  - a. Making whole any funded programs that have received a partial award;
  - b. Approving awards, in rank order, for eligible applicants who received passing scores, but who did not rank high enough to receive the initial funding;
  - c. Allocating additional funds proportionately, based upon student FTE, among already awarded programs;

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

6. If there is a reduction in funding for HEOP, the fiscal reduction will be made across the board on all funded programs, based upon the proportion of FTEs of each institution as part of the total HEOP FTE statewide.

### **Proof of Application for Federal Pell and New York State Tuition Assistance Program**

Section 27-1.1 of the Rules of the Regents requires that:

The student has filed an application for a basic educational opportunity (Federal Pell) grant with the appropriate agency of the Federal Government for the academic year in which benefits pursuant to Section 6451 of the Education Law are sought, provided that such student is eligible to receive such grant. Each institution, which has entered into a contract pursuant to Section 6451, will maintain on file an electronic or hard copy of such student's completed grant application or the Student Eligibility Report (now the Student Aid Report) or a copy thereof, by no later than 45 days from the commencement of the academic term.

For Federal Pell and NYSTAP, the Free Application for Federal Student Aid (FAFSA) and the TAP supplemental form are also acceptable proofs of filing for the respective entitlement programs, provided the appropriate items are checked on the form(s).

## **Financial Aid & Full Need Packaging**

### **A. Policy Determination**

1. The HEOP directors and institutional financial aid officers must jointly determine financial aid packaging policy.
2. Financial aid awards must reflect the institution's commitment to the HEOP student by maximizing all the financial assistance available and minimizing student loans. The HEOP grant supplements the other sources of aid included in a student's financial assistance package. It will be considered "first-out" in cases of over packaging found during audits.
3. The *Free Application for Federal Student Aid (FAFSA)* or other federally recognized needs analysis system must be used in calculating a program student's financial aid package. The financial aid package for each student must be based on the calculated full need using a combination of grants, tuition waivers, work, loans, and expected family contribution, and other awards.

### **B. Full Need Packaging**

The process of making financial aid determinations to ensure full-need packaging must be documented and maintained by the HEOP director or institutional financial aid officer. Cost of attendance for HEOP students must include realistic subsistence costs, in addition to institutional charges.

### **C. Maximum Allowable Loans**

1. The maximum cumulative loan for a resident HEOP student to complete a baccalaureate program is \$25,000 and the maximum cumulative loan for a commuter HEOP student to complete a baccalaureate program is \$20,000.
2. It is recommended that First-time HEOP students not be packaged with loans. However, in the event that this is not possible, the total self-help, including loan and work, may not exceed \$6,250 for each resident First-time HEOP student and \$5,000 for each First-time HEOP commuter student per year.
3. Students attending the HEOP summer camp cannot be charged for their attendance as a first-time HEOP student.

#### D. Award Letter and Revisions

1. Institutions must send an award letter to each HEOP student that clearly estimates a student's total need, by expense category, and that programs available financial aid for the student, by source.
2. All award letters should be mailed and copies placed in the students' files in the HEOP office within a month of the start of the fall term or if the student is a spring admit, within a month of the start of the spring term.
3. Issuing a revised award letter and placing a signed copy of this revision in the student's file prior to the end of the program year must document any revised financial assistance awards.

#### Staffing Guidelines

The following staffing pattern is a guide for program administrators:

##### Administrative Staff

Summer [based on headcount of first-time HEOP student and continuing HEOP students]:

###### Number of Students

1 - 30	full-time HEOP director
31 - 75	full-time HEOP director and half-time assistant director
76 +	full-time HEOP director and one full-time assistant director

Academic Year (based on headcount of HEOP students):

###### Number of Students

1 - 30	full-time HEOP director
31 - 60	full-time HEOP director and half-time assistant director
61 - 100	full-time HEOP director and one full-time assistant director
101 +	full-time director, one full-time assistant director and half-time Administrative assistant <sup>1</sup>

##### Counseling Staff:

Summer: First-time HEOP Student - one full-time HEOP counselor for every 20 first-time HEOP Students (headcount). If there are peer counselors employed in the summer, the ratio is one HEOP counselor for every 30 first-time HEOP students. The recommended student to peer counselor ratio is 10:1.

##### HEOP-Funded Continuing Students

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<sup>1</sup> Clerical/Administrative assistance shall not be paid using HEOP funds.

5 - 25	half-time HEOP counselor
26 +	one full-time HEOP counselor

Academic Year (based on headcount of HEOP students):

Number of Students

1 - 25	half-time HEOP counselor
26 – 50	one full-time HEOP counselor
51 - 75	one full-time HEOP counselor & one HEOP half-time counselor
76 - 100	two full-time HEOP counselors

<Contractor-specific work plan will be inserted here>

**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

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

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

1. The State agency will make an initial payment to the Contractor in the amount of twenty-five percent (25%) of the annual budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be made no later than 90 days after the beginning of the budget period.
2. Recoupment of any initial payment shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the initial payment is fully recovered within the contract period.
3. Scheduled interim payments shall be due in accordance with an approved payment schedule as follows:

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

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

Claiming Schedule (select applicable frequency):

- Quarterly Reimbursement  
Due date \_\_\_\_\_
- Monthly Reimbursement  
Due date \_\_\_\_\_
- Biannual Reimbursement  
Due date \_\_\_\_\_
- Fee for Service Reimbursement  
Due date \_\_\_\_\_

- Rate Based Reimbursement  
Due date \_\_\_\_\_
- Milestone/Performance Reimbursement  
Due date/Frequency \_\_\_\_\_
- Scheduled Reimbursement  
Due date/Frequency \_\_\_\_\_

**X Interim Reimbursement as Requested**

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

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

**Final Payment:**

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

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

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

New York State Education Department  
Grants Finance  
Room 510W EB  
89 Washington Avenue  
Albany, New York 12234

## **II. REPORTING PROVISIONS**

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

- Narrative/Qualitative Report

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

Statistical/Quantitative Report

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

Expenditure Report

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

Final Report

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

Consolidated Fiscal Report (CFR)<sup>1</sup>

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

## **B. Progress-Based Reports**

### 1. Progress Reports

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

### 2. Final Progress Report

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

## **C. Other Reports**

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

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

**TABLE I – REPORTING SCHEDULE**

<b>PROGRESS REPORT #</b>	<b>PERIOD COVERED</b>	<b>DUE DATE</b>
Progress Report #1 (Summer Report)	July 1, 2014 – September 1, 2014	October 15, 2014
Progress Report #2 (Final Report)	July 1, 2014 – June 30, 2015	July 15, 2015
Progress Report #3 (Summer Report)	July 1, 2015 – September 1, 2015	October 15, 2015
Progress Report #4 (Final Report)	July 1, 2015 – June 30, 2016	July 15, 2016
Progress Report #5 (Summer Report)	July 1, 2016 – September 1, 2016	October 15, 2016
Progress Report #6 (Final Report)	July 1, 2016 – June 30, 2017	July 15, 2017
Progress Report #7 (Summer Report)	July 1, 2017 – September 1, 2017	October 15, 2017
Progress Report #8 (Final Report)	July 1, 2017 – June 30, 2018	July 15, 2018
Progress Report #9 (Summer Report)	July 1, 2018 – September 1, 2018	October 15, 2018
Progress Report #10 (Final Report)	July 1, 2018 – June 30, 2019	July 15, 2019