RFA # 0912220314
NYS Grants Gateway #: DOH01-TEACH-2013

# New York State Department of Health and the Empire State Stem Cell Board Request for Applications

Stem Cell Research Experience for Pre-College Teachers

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| **RELEASE DATE:** | February 28, 2014 |
| **LETTER OF INTENT DUE (Strongly Encouraged):** | March 17, 2014 by 5:00 PM |
| **Applicant Conference Registration Due:** | March 17, 2014 |
| **APPLICANT CONFERENCE:** | March 26, 2014 at 10:00 AM<br>By telephone conference call at:<br>Local: 1-518-549-0500<br>Toll Free: 1-844-633-8697<br>Meeting Number: 643 518 659<br>Meeting Password: Teachers32614 |
| **QUESTIONS DUE:** | March 28, 2014 |
| **QUESTIONS, ANSWERS AND UPDATES POSTED:** | April 3, 2014 |
| **APPLICATIONS DUE:** | June 5, 2014 by 5:00 PM |

**DOH CONTACT NAME AND ADDRESS:**

Bonnie Jo Brautigam
Extramural Grants Administration
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# I. Introduction

## A. Background

Stem cell science is a rapidly expanding field and trained personnel are in short supply at all career levels. An investment in pre-college science teachers can inform and invigorate the learning environment for students by sharing the latest developments in stem cell biology, illustrating the process of real-world science as one of continuous inquiry and currency, and presenting stem cell biology as relevant to students' lives and the research enterprise as a potential career path.

NYSTEM, the New York State Stem Cell Science Program, is charged with administering stem cell research funding based on recommendations and advice from the Empire State Stem Cell Board (ESSCB). In conjunction with NYSTEM, the ESSCB solicits, reviews, and makes funding recommendations for creative and innovative projects to be supported by the Empire State Stem Cell Trust Fund. Information about the ESSCB and NYSTEM can be found at http://stemcell.ny.gov.

## B. Purpose of the Funds

This RFA provides funding to create opportunities for middle or high school biology teachers to participate in hands-on research in stem cell biology and experience the practice of science during the summer months. Through partnerships with local schools, programs will be designed to increase the participating teachers' understanding of stem cell science, foster an appreciation of the broader context in which stem cell research occurs, and support teachers in training and engaging students, the next generation of New York's scientists. Teachers will be challenged to facilitate the transfer of stem cell knowledge and enthusiasm for the scientific process to the classroom setting and to build long-term intellectual and instructional relationships with stem cell research investigators.

## C. Available Funds

All awards will be financed by the Empire State Stem Cell Trust Fund. The number of awards and total funds awarded per application will be contingent on the quality and content of applications received as well as the scale and scope of the proposed programs. Approximately $2.7 million is available to support approximately four awards from this RFA. This funding is for a period up to four years. No award may exceed $154,000 in annual direct costs. Additionally, funds will be available to support Facilities and Administrative (F&A) costs of up to eight percent (8%) of the modified total direct costs.

# II. Who May Apply

**The applicant must be a not-for-profit or public post-secondary academic institution in New York State.** Awarded organizations will be expected to monitor the use of funds, maintain individual accounts and fulfill other fiscal management criteria. Subcontracting and collaborating organizations may include public, not-for-profit and for-profit entities within or outside of New York State.

The eligible program director (PD) for the application is designated by the applicant institution and must have the scientific background, leadership and administrative capabilities required to coordinate, supervise and direct the proposed research training program described in the Workplan. At the time of application and award acceptance, the PD must not be restricted from receiving Public Health Service (PHS) funding or debarred by the United States Food and Drug Administration (FDA) or any other federal or New York State government entity.

An individual may serve as a PD on only one application in response to this RFA and only one application will be accepted from any single institution. **In the event that more than one application is received from a PD or institution, all applications from that PD or institution will be disqualified, will not be considered and will not be forwarded to peer review.**

Submission of a signed application certifies that the applicant organization and the PD meet the eligibility criteria stated herein.

## III. Project Narratives/Workplan Outcomes

A successful application will a propose training program in stem cell-related research for an established number of middle or high school biology teachers who are teaching in schools registered with the University of the State of New York, consistent with the objectives outlined in Section I.B., Purpose of the Funds. The program will be administered by the applicant institution and the PD will be responsible for meeting the overall program goals and reporting requirements. Additional program policies, consistent with the requirements of this RFA, are expected to be developed by the applicant institution and detailed in the application.

Each teacher will participate full-time in an intensive six-to-eight consecutive week session in one summer. During this time, they will be immersed in a stem cell research laboratory or shared research facility and develop a standards-based lesson plan or hands-on activity/learning module to incorporate this new knowledge into their teaching. To create a professional learning community, each summer's training program will include training for five to 10 teachers. Applicants will provide evidence of sufficient number of stem cell investigators to serve as mentors.

Programs may be extended to two consecutive summers for a maximum of 16 weeks per teacher. Professional development activities such as seminars, field trips and presentations on teaching methods or materials will be offered. At least one of these activities will be required to focus on the ethical, social and/or legal implications of stem cell research. Weekly curricular roundtables will take place at which teachers discuss what they have learned, how to connect the concepts to current education standards and develop classroom lesson plans or activities/learning modules. The training program will include a plan for mentors or their graduate students or postdoctoral fellows to continue the mentoring relationship and provide consultation throughout the following academic year(s), assisting teachers as needed, to help translate their research experience and new knowledge into classroom activities.

At the end of the summer training experience, teachers will present a poster or slide presentation of their laboratory work to their fellow teachers and mentors. They will also

present their classroom lesson plan or hands-on activity/learning module. The resulting lesson plans or activity/learning module descriptions will be posted on the NYSTEM website.

Ideally, the cohort of teachers should continue to meet physically or virtually throughout the school year to reinforce their identity as a professional learning community, and at least once with mentors during a school break. In addition, mentors and teachers will attend a NYSTEM-sponsored meeting to make presentations and to discuss their training experiences and the resulting impact on their students.

Applications that incorporate plans to recruit teachers from diverse populations and those who teach in schools with documented markers of student disadvantage (limited English proficiency, eligibility for free or reduced price lunches, etc.) are highly encouraged.

At the conclusion of the academic year following the training experience, teachers will be surveyed by the applicant institution to assess the value of the research experience and the extent of their success incorporating concepts into the classroom. This survey/assessment should be used to inform the next year's research training program design.

Teachers accepted into the program will be screened by the applicant institution and must be:

- currently employed in a public or non-public middle or high school registered with the University of the State of New York,
- teaching or certified to teach biology in a middle or high school located in New York State, and
- assigned to stem cell investigators currently engaged in peer-reviewed stem cell research.

Mentor investigators will:

- be limited to mentoring a maximum of two teachers each summer, and
- supervise each mentored teacher, provide a high-quality research experience and establish a collegial relationship that extends throughout the following academic year(s).

## IV. Administrative Requirements

### A. Issuing Agency

This RFA is issued by the New York State Department of Health (Department), NYSTEM program. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

### B. Question and Answer Phase

All substantive questions must be submitted in writing to:

Bonnie Jo Brautigam
Director, Extramural Grants Administration
nystemgrants@wadsworth.org.

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until the date posted on the cover of this RFA.

Questions of a technical nature can be addressed in writing or via telephone by calling Bonnie Jo Brautigam at (518) 474-7002. Questions are of a technical nature if they are limited to how to prepare the application (e.g., formatting) rather than relating to the substance of the application.

Prospective applicants should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application.

This RFA has been posted on the Department of Health's public website at http://www.health.ny.gov/funding and the NYS Grants Gateway website at: https://www.grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx. Questions and answers, as well as any updates and/or modifications, will also be posted on these websites. All such updates will be posted by the date identified on the cover sheet of this RFA.

### C. Letter of Intent

The prospective applicant institution is **strongly encouraged** to submit a Letter of Intent using the form provided in this RFA (Attachment 3). This form will be used to develop the review panel in a timely manner. Please do not submit additional information about the application with the form. Letters of Intent infer no obligation upon the institution to submit an application in response to this RFA. Applications may be submitted without first having submitted a Letter of Intent.

The completed Letter of Intent should be received by the date and time indicated on the cover sheet to this RFA and mailed to the address listed below in Section IV.E. Alternatively, a scanned Portable Document Format (PDF) file of the Letter of Intent with original signatures may be forwarded to nystemgrants@wadsworth.org.

### D. Applicant Conference

An applicant conference will be held to give potential applicants the opportunity to receive an overview of the RFA and ask specific questions. The conference will be held via telephone conference call only on the date and time posted on the cover sheet of this RFA. The Department requests that potential applicants register for this conference by calling (518) 474-7002 to ensure a sufficient number of conference phone lines. The deadline for reservations is posted on the cover page of this RFA. Failure to attend the applicant conference will not preclude the submission of an application.

### E. How to Complete and File an Application

It is the applicant's responsibility to ensure that all materials to be included in the application have been properly prepared and submitted. See Attachment 1 to the RFA for detailed instructions and application forms.

Applications must be **received at the following address by the date and time posted on the cover sheet of this RFA.** Late applications will not be accepted.* It is the applicant's responsibility to see that applications are delivered to Room C345 prior to the date and time specified.

***United States Postal Service:***
New York State Department of Health
Wadsworth Center, Room C345
Extramural Grants Administration
Empire State Plaza
PO Box 509
Albany, NY 12201-0509

***Courier Service:***
New York State Department of Health
Wadsworth Center, Room C345
Extramural Grants Administration
Empire State Plaza
Dock J – P1 Level
Albany, NY 12237

*Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

The application should be submitted in a single package that is clearly labeled with the RFA name and number listed on the cover of this RFA. Inside the package, a separately sealed package should contain a CD or DVD of the entire application and supporting documents, and an exact paper copy. The package should be clearly marked with the PD's name and the institution name. Hand deliveries will be accepted but should be in a sealed envelope as described in the previous sentence. **Applications WILL NOT be accepted via fax or e-mail.**

## F. Department of Health Reserved Rights

1. Reject any or all applications received in response to this RFA.

2. Withdraw the RFA at any time, at the Department's sole discretion.

3. Make an award under the RFA in whole or in part.

4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.

5. Seek clarifications and revisions of applications.

6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.

7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.

8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.

9. Change any of the scheduled dates.

10. Waive any requirements that are not material.

11. Award more than one contract resulting from this RFA.

12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.

13. Utilize any and all ideas submitted with the applications received.

14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.

15. Waive or modify minor irregularities in applications received after prior notification to the applicant.

16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.

17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.

18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.

19. Award grants based on geographic or regional considerations to serve the best interests of the State.

## G. Term of Contract

Any contract(s) resulting from this RFA will be effective only upon approval by the New York State Office of the State Comptroller. It is expected that contracts resulting from this RFA will begin on September 1, 2015 for a term of up to four years and will not be renewable.

## H. Payment and Reporting Requirements

1. The Department may, at its discretion, make an advance payment to a not-for-profit grant contractor in an amount not to exceed 0 percent. Therefore, no advances will be allowed for contracts resulting from this procurement.

2. The grant contractor shall submit quarterly invoices and required reports of expenditures to the State's designated payment office:

New York State Department of Health
Wadsworth Center
Extramural Grants Administration
Empire State Plaza, Room C345
PO Box 509
Albany, NY 12201-0509

Grant contractors must provide complete and accurate billing invoices to the Department's designated payment office in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for invoices submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at OSC's website at http://www.osc.state.ny.us/epay/index.htm, by email at epayments@osc.state.ny.us or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any claims for reimbursement submitted under this contract if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper as set forth above.

Payment of such claims for reimbursement by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

Payment terms will be:

- The contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Workplan.

- All claims for payment submitted by the contractor pursuant to this agreement shall be submitted to the State no later than 30 days after the end of the quarter for which reimbursement is being claimed.

- Quarterly claims for payment will not be paid until all required progress reports for that period are submitted and deemed acceptable by NYSTEM program staff.

- The final claim for payment will be paid following the acceptance and approval of the final progress report.

- In no event shall the amount received by the contractor exceed the amount approved by the State.

3. The grant contractor will be required to submit the following progress reports:

   - Written progress reports in accordance with the forms and formats provided by NYSTEM, no later than 30 days after the end of each reporting period.

- A final cumulative progress report in accordance with the forms and formats provided by NYSTEM, no later than 60 days after the end of the contract term.

All payment and reporting requirements will be detailed in Attachment D of the final NYS Master Grant Contract.

## I. Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health ("DOH") recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DOH contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

### Business Participation Opportunities for MWBEs

For purposes of this solicitation, the New York State Department of Health hereby establishes a goal of **0%** on any subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing greater than $25,000 under a contract awarded from this solicitation. The goal on the eligible portion of this contract will be 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine "good faith efforts," refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com. The directory is found in the upper right hand side of the webpage under "Search for Certified Firms" and accessed by clicking on the link entitled "MWBE Directory." Engaging with firms found in the directory with like product(s) and/or

service(s) is strongly encouraged and all communication efforts and responses should be well documented.

By submitting an application, a grantee agrees to complete an MWBE Utilization plan as directed in **Attachment 5** of this RFA. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Grantee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOH may disqualify a Grantee as being non-responsive under the following circumstances:

a) If a Grantee fails to submit a MWBE Utilization Plan;
b) If a Grantee fails to submit a written remedy to a notice of deficiency;
c) If a Grantee fails to submit a request for waiver (if applicable); or
d) If DOH determines that the Grantee has failed to document good-faith efforts to meet the established DOH MWBE participation goals for the procurement.

In addition, successful awardees will be required to certify they have an acceptable Equal Employment Opportunity policy statement in accordance with Section III of Attachment M of the resulting contract.

## J. Limits on Administrative Expenses and Executive Compensation

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and related regulations published by the Department (Part 1002 to 10 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: http://executiveorder38.ny.gov.

## K. Vendor Identification Number

Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, vendors must be registered in the New York State Vendor File and have a valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at: http://www.osc.state.ny.us/vendor_management/issues_guidance.htm.

Additional information concerning the New York State Vendor File can be obtained on-line at: http://www.osc.state.ny.us/vendor_management/index.htm, by contacting the SFS Help Desk at 855-233-8363 or by emailing at helpdesk@sfs.ny.gov.

## L. Vendor Responsibility Questionnaire

The New York State Department of Health recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep system online at https://portal.osc.state.ny.us.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Applicants should complete and submit the Vendor Responsibility Attestation (RFA Attachment 2).

## M. Vendor Prequalification for Not-for-Profits

All not-for-profit vendors subject to prequalification will be required to prequalify prior to grant application and execution of contracts.

Prequalification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Interested vendors will be asked to submit commonly requested documents, and answer frequently asked questions once. The application requests organizational information about the vendor's *capacity, legal compliance,* and *integrity.*

Not-for-profit vendors subject to prequalification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault. Once a vendor is registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information by the vendor. Not-for-profits will only have to prequalify every three years, with responsibility to keep their information current throughout the three year period. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website at: http://grantsreform.ny.gov/Grantees.

## N. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.

2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.

4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

5. Provisions Upon Default

    a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.

    b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.

    c. If, in the judgment of the Department, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

## V. Application Review and Award Process

### A. Application Acceptance

Applications will first be examined against mandatory Pass/Fail requirements by NYSTEM administrators **(see RFA Attachment 1)**. Applications that do not meet the mandatory requirements will not be considered for review, and the applicant organization and PD will be notified.

## B. Review and Scoring

The Department contracts with an independent peer review organization to develop and coordinate the review and scoring of applications. Each eligible application will be evaluated by an Independent Merit Peer Review Panel (the Review Panel) assigned by the Peer Review Contractor. The Review Panel members will be selected from among non-New York State experts in the fields appropriate to the nature of the applications received. NYSTEM does not convene pre-established peer review panels. Instead, each panel is formed based upon the expertise needed to evaluate the merit of actual applications submitted in response to each RFA.

Applications will be reviewed based on the criteria specified in Section V.D. The Review Panel will use an established combination of processes to evaluate each application: pre-meeting review and adjectival scoring; on-line conferral among assigned reviewers; panel meeting discussion; and numerical scoring. Applications will receive scores from each participating panel member for each evaluation criterion using an integer scale of 1 (highest merit) to 9 (lowest merit). The numerical score given each criterion will be multiplied by that criterion's weight. Each panel member's weighted scores for each criterion will be added together to give their individual total score. Review Panel members' individual total scores will be added together and divided by the number of Review Panel members who scored the application to give an overall panel score for the application. The numerical scores correspond to adjectival scores, as follows:

| Numerical Score | Adjectival Score |
|---|---|
| 1 | Exceptional |
| 2 | Outstanding |
| 3 | Excellent |
| 4 | Very Good |
| 5 | Good |
| 6 | Satisfactory |
| 7 | Fair |
| 8 | Marginal |
| 9 | Poor |

The Review Panel will identify potential overlap with other resources. Additionally, the Review Panel will comment on the application with regard to the Contract Policy Statements and Conditions (Sample Master Grant Contract Attachment A-1 Part B). The Review Panel may recommend administrative review and resolution prior to contract execution. In addition, award recommendations made by the ESSCB Funding Committee may be contingent upon the applicant's acceptance of required revisions.

The primary reviewer will prepare a written overall evaluation of each assigned application that is discussed by the Review Panel.

## C. Application Penalties and Summary Statements

The Peer Review Contractor will assess a penalty of 0.1 point for any application that scores between 1.0 and 3.9 and deviates from the instructions **(see Checklist, RFA Attachment 1)**.

The Peer Review Contractor will calculate final scores and compile a Summary Statement for each application for NYSTEM. The Summary Statements will document the merit evaluation and serve as the primary basis for the panel recommendation for the applications.

## D. Review Criteria

Five evaluation criteria will be considered by the Review Panel:

***Training Program, Recruitment Plan and Evaluation (40%)***

- Do the objectives, design and activities of the proposed program, and program administration strategies ensure an effective research experience and professional development activity as described in Section I.B., Purpose of the Funds and Section III., Project Narratives/Workplan Outcomes?
- Is there a plan to develop ongoing partnerships with local schools?
- Is there a recruitment plan proposed with strategies to attract teachers from diverse populations and those who teach in schools with markers of student disadvantage (see Section III, page 3)? Are there well-defined and justified criteria for the selection of teachers?
- Is there evidence of sufficient applicant and mentor pools to warrant the proposed size of the program?
- Does the program have a rigorous evaluation plan to review the quality and effectiveness of the overall program and individual training experiences?
- Are effective mechanisms in place for obtaining feedback from teachers and providing continuing support for teachers?

***Program Director (10%)***

- Does the PD have the scientific, academic and administrative expertise to provide strong leadership, direction, management and administration to the proposed program?
- Does the PD plan to commit sufficient professional effort to the program to ensure its success?
- Is sufficient administrative and research training support and institutional structure/leadership provided for the program?
- Is a significant level of institutional commitment to the program evident, including a plan to meet the potential need for additional funding to support stipends throughout the contract term and a plan to establish ongoing relationships with local school districts?

***Faculty/Mentors and the Stem Cell Research Environment (20%)***

- Are the research facilities and research environment (faculty, facilities, resources, educational opportunities) conducive to providing teachers a research experience that will deepen their understanding of stem cell science and the scientific process?

- Is the process for identifying and evaluating mentors, including their prior training experience and laboratory environments, sufficient to yield a high-quality stem cell research experience for teachers?
- Is there an effective process to match mentors appropriately with the needs, experience and goals of teachers?

***Past Training Record (10%)***

- Does the institution have a track record of successful training programs?
- How successful were past participants in subsequently incorporating the experiences into their curricula?

***Budget (20%)***

- Are the items for each budget line explained?
- Are budget line items adequately justified as necessary for completion of the project?
- Are the budgeted amounts reasonable, cost effective and appropriate to accomplish the training program?
- Are there specific excessive or unnecessary budget items?

## E. Empire State Stem Cell Board Funding Committee Review

The ESSCB Funding Committee will consider applications that receive a final score (after penalties are assessed) of 1.0 through 3.9. The ESSCB Funding Committee will not consider applications that receive a final score of 4.0 to 9.

The ESSCB Funding Committee will discuss the application strengths and weaknesses, administrative and budget recommendations. When making funding recommendations, the ESSCB Funding Committee will consider responsiveness to the mission of the ESSCB, responsiveness to the RFA, programmatic balance, availability of funds, and compliance with Public Health Law Article 2, Title 5-A, §265. The ESSCB Funding Committee is not obligated to recommend funding for any application. Scoring ties will be resolved on the basis of the above and with consideration of the score for 'Training Program, Recruitment Plan and Evaluation' among those applications involved in the tie.

The ESSCB Funding Committee will vote on each application that scores 3.9 or better until available funds are exhausted and in compliance with ESSCB bylaws as well as applicable laws and regulations. If an application for which there are available funds is not recommended for funding, the ESSCB Funding Committee will fully justify in writing why the application was not approved. The ESSCB Funding Committee will make recommendations for funding to the Commissioner of Health.

## F. Award Decisions and Pre-Funding Requirements

Grant award contracts are entered into between New York State applicant organizations and the New York State Department of Health. Funding is contingent upon full execution of a contract between the applicant organization and the New York State Department of Health and approval by the Commissioner of Health, State Attorney General and State Comptroller.

Following the Commissioner's approval of awards, PDs and their applicant organizations will receive formal notification in writing.

Prior to contract execution, Department program administrators will require resolution/submission/confirmation of the following items, as relevant to each application:

- Revisions to Workplan, project duration or budget,
- Funding overlap,
- Areas of possible concern with regard to Contract Policy Statements and Conditions (Sample Master Grant Contract Attachment A-1 Part B), and
- Approved Facilities and Administrative Cost Rate.

Once an award has been made, applicants may request a debriefing of their application. Please note the debriefing will be limited only to the strengths and weaknesses of the subject application and will not include any discussion of other applications. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

In the event unsuccessful applicants wish to protest the award resulting from this RFA, applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at http://www.osc.state.ny.us/agencies/guide/MyWebHelp.

### G. Award Announcements

NYSTEM makes public in press releases and annual reports to the Governor and Legislature, the project title, the PD(s), the name of the institution, total projects costs and duration. The project abstract and progress report abstracts may also be edited and made public.

## VI. Attachments

Attachment 1: Application Checklist, Instructions, Forms 1-9 and Form 1-S
Attachment 2: Vendor Responsibility Attestation
Attachment 3: Letter of Intent
Attachment 4: NYS Master Grant Contract with Attachments
Attachment 5: Guide to New York State DOH M/WBE RFP/RFA Required Forms

# ATTACHMENT 1

Application Checklist, Application Instructions, and Application Forms 1-9 and 1-S

## APPLICATION CHECKLIST

### Stem Cell Research Experience for Pre-College Teachers

**The following items are mandatory (Pass/Fail). Applications that do not include mandatory items will not be reviewed.**

- ☐ The applicant organization is a New York State not-for-profit or public post-secondary academic institution *(see Section II, pg. 1)*
- ☐ Only one application was received from this organization *(see Section II, pg. 2)*
- ☐ Only one application was received from this Program Director (PD) *(see Section II, pg. 2)*

**The following items are not mandatory.** When appropriate, appendices should include items such as:

- ☐ Vendor Responsibility Attestation (Attachment 2)
- ☐ Biographical Sketches of Mentors
- ☐ Facilities and Administrative rate agreements
- ☐ Letters of collaboration or support; commitment(s) to provide research resources; letter(s) from consultant(s)
- ☐ Memoranda of Understanding, Subcontracts or Contractual Agreements
- ☐ Up to two highly relevant publications or manuscripts (published or in press) may be included if essential to document the investigator's capability to undertake the work proposed

**APPLICATION PENALTIES:**

**A total penalty of 0.1 point will be assessed to an application if:**

- Submission is password protected.
- Forms provided with this RFA are not used
- Submission does not include:
  - Signed and dated Forms 1, all Forms 1S (where applicable), in a *single* Portable Document Format (PDF) file
    - **NOTE:** Form 1-S may be omitted if there are no sub-applicants. No other forms may be omitted from the application.
  - Forms 2-4 in a *single* PDF file and a single Microsoft Word Document (DOC) file
  - Form 5s as multiple Microsoft Excel (XLS) files – one workbook file for each budget year for the applicant organization and one workbook file for each budget year for each sub-applicant organization
  - All Form 5s combined in a *single* PDF file – include all applicant and sub-applicant budgets for each year
  - Forms 6-9 and all appendix material in a *single* PDF file, containing at least the following:
    - Biosketch – Form 6 – one for the PD and each Co-PD
    - Facilities and Resources – Form 7 – one for the applicant organization and one for each sub-applicant organization
    - Other Support – Form 8 – for the PD and each Co-PD
    - Workplan Form 9
    - Workplan Narrative – Form 9 – limited to 10 pages.

## Form 1 Applicant Face Page

| | | |
|---|---|---|
| Project Title: | | |
| Application Type: Research Experience for Teachers | RFA #: 0912220314 | NYSTEM Application #:<br>**NYSTEM USE ONLY** |

| | |
|---|---|
| Program Director:<br>Last Name, First Name, Middle Initial, Degree(s)<br><br>, , , | Co-Program Director:<br>Last Name, First Name, Middle Initial, Degree(s)<br>***(If different organization, do not complete this section – requires sub-applicant face page, Form 1-S)***<br>, , , |
| Organization: | Organization: |
| Department: | Department: |
| Mailing Address (Street, MS, P.O. Box, City, State, Zip):<br>Street 1<br>Street 2<br>City State NY Zip | Mailing Address (Street, MS, P.O. Box, City, State, Zip):<br>Street 1<br>Street 2<br>City State NY Zip |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Phone | | Fax | | Phone | | Fax | |
| E-mail | | | | E-mail | | | |

| | | | | | |
|---|---|---|---|---|---|
| Type of Organization: | | | | | |
| Federal Employer ID # (9 digits) | | | NYS Vendor ID # (10 digits) | | |
| Charities Registration Number (or "Exempt category") | | | | | |
| Project Start/End | - | Year One Grand Total Costs | | Grand Total Costs | |

| | |
|---|---|
| New York State Applicant Organization: | Research Performing Sites: |
| Mailing Address:<br>Street 1<br>Street 2<br>City State NY Zip | |
| Contracts and Grants Official:<br>Last Name First Name<br>Title | Official Signing for the Organization<br>Last Name First Name<br>Title |
| Mailing Address:<br>Street 1<br>Street 2<br>City State NY Zip | Organization Name and Mailing Address<br>Name<br>Street 1<br>Street 2<br>City State NY Zip |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Phone | | Fax | | Phone | | Fax | |
| E-mail | | | | E-mail | | | |

CERTIFICATIONS AND ASSURANCE Prior to award recommendation, the PD, Co-PD (if from the same organization) and the organizational official are required to sign and date this form. Signatures denote the following: certification that the statements herein are true and complete to the best of the signatories' knowledge; certification that the organization is eligible to apply and has the capability to conduct and administer external-funded research; and, agreement to comply with the terms and conditions of any contract awarded as a result of this application.

| | |
|---|---|
| SIGNATURES OF PROGRAM DIRECTOR and CO-PD | |
| X | DATE |
| X | DATE |
| SIGNATURE OF THE OFFICIAL SIGNING FOR THE APPLICANT ORGANIZATION | |
| X | DATE |

Submit Form 1 and all Forms 1-S (where applicable) in a single PDF file.

**Form 2**
**Staff, Collaborators, Consultants and Contributors**
List (spell out) the full name, title and organizational affiliation of the PD, Co-PD(s), all staff, collaborators, consultants and contributors (both paid and unpaid) associated with this project. Do not include unnamed or "to be determined" staff positions. For each individual listed, select the most applicable role from the dropdown box. This list is used to determine possible conflicts of interest at various stages of the review and award process.

| Last Name | First Name | Title | Organizational Affiliation | Role in Project |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

**Form 3**

## Acronyms and Abbreviations Used in Application

Provide a list of all acronyms and abbreviations used in the application. Also include the full text/definition/description. This will allow the Peer Review Panel to fully comprehend the proposed project. Common acronyms such as hESC (human embryonic stem cells) need not be identified.

| Acronym | **Full Text/Definition/Description** |
|---|---|
| | |
| | |
| | |

## Form 4
## Lay Abstract

Provide a summary of the proposed training program in non-technical terms; limit to 300 words. This information will be excerpted and edited for use in various public documents. **Do not include confidential information.** Specifically, describe the overall goal of the training program, the process for recruitment and evaluation of participants through ties with local school districts, and the expected benefit to the participants and the organizations.

**Form 5 – Budget and Justificatio**n *Submit one XLS file for each year for the applicant organization and one XLS file for each year for each sub-applicant organization*

**EXPENDITURE BASED BUDGET**

***SUMMARY***

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

BUDGET YEAR From: _____

To: _____

| CATEGORY OF EXPENSE | GRANT FUNDS | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL |
|---|---|---|---|---|---|
| 1. Personal Services | | | | | |
| a) Salary | $ | $ | 0.00% | $ | $ |
| b) Fringe | $ - | $ - | 0.00% | $ - | $ - |
| **Subtotal** | $ - | $ - | 0.00% | $ - | $ - |
| 2. Non Personal Services | - | - | | - | - |
| a) Contractual Services | $ | $ | 0.00% | $ | $ |
| b) Travel | $ - | $ - | 0.00% | $ - | $ - |
| c) Equipment | $ - | $ - | 0.00% | $ - | $ - |
| d) Space/Property & Utilities | $ - | $ - | 0.00% | $ - | $ - |
| e) Operating Expenses | $ - | $ - | 0.00% | $ - | $ - |
| f) Other | $ - | $ - | 0.00% | $ - | $ - |
| **Subtotal** | $ - | $ - | 0.00% | $ - | $ - |
| **TOTAL** | $ - | $ - | 0.00% | $ - | $ - |
| | - | - | | - | - |

**EXPENDITURE BASED BUDGET**

***PERSONAL SERVICES DETAIL***

| SALARY | | | | | |
|---|---|---|---|---|---|
| **POSITION TITLE** | **ANNUALIZED SALARY PER POSITION** | **STANDARD WORK WEEK HOURS** | **PERCENT OF EFFORT FUNDED** | **NUMBER OF MONTHS FUNDED** | **TOTAL** |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. | | | | | |
| 13. | | | | | |
| 14. | | | | | |
| 15. | | | | | |
| | | | | **Subtotal** | |
| **FRINGE - TYPE/DESCRIPTION** | | | | | |
| | | | | | |
| | | | | **PERSONAL SERVICES TOTAL** | |

**EXPENDITURE BASED BUDGET**

***NON-PERSONAL SERVICES DETAIL***

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| **TOTAL** | |

| TRAVEL - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| **TOTAL** | |

## EXPENDITURE BASED BUDGET

| EQUIPMENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| **TOTAL** | |
| **SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| **TOTAL** | |
| **SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION** | **TOTAL** |
| 1 | |
| 2 | |
| 3 | |
| **TOTAL** | |
| **TYPE/DESCRIPTION OF UTILITY EXPENSES** | **TOTAL** |
| 1. | |
| 2. | |
| 3. | |
| **TOTAL** | |

## EXPENDITURE BASED BUDGET

| OPERATING EXPENSES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| **TOTAL** | |

| OTHER - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| **TOTAL** | |

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: **xx/xx/xxxx**

To: **xx/xx/xxxx**

| CATEGORY OF EXPENSE | BUDGETED | JUSTIFICATION |
|---|---|---|
| **1. Personal Services** | | |
| a) Salary | | |
| 1. 0 | $0 | |
| 2. 0 | $0 | |
| 3. 0 | $0 | |
| 4. 0 | $0 | |
| 5. 0 | $0 | |
| 6. 0 | $0 | |
| 7. 0 | $0 | |
| 8. 0 | $0 | |
| 9. 0 | $0 | |
| 10. 0 | $0 | |
| b) Fringe | | |
| **Personal Services Subtotal** | **$0** | |
| **2. Non Personal Services** | | |
| a) Contractual Services | | |
| 1. 0 | $0 | |
| 2. 0 | $0 | |
| 3. 0 | $0 | |
| b) Travel | | |
| 1. 0 | $0 | |

| | | |
|---|---|---|
| 2. 0 | $0 | |
| 3. 0 | $0 | |
| c) Equipment | | |
| 1. 0 | $0 | |
| 2. 0 | $0 | |
| 3. 0 | $0 | |
| d) Space/Property & Utilities | | |
| Rent | | |
| 1. 0 | $0 | |
| 2. 0 | $0 | |
| 3. 0 | $0 | |
| Own | | |
| 1. 0 | $0 | |
| 2. 0 | $0 | |
| Utilities | | |
| 1. 0 | $0 | |
| 2. 0 | $0 | |
| 3. 0 | $0 | |
| e) Operating Expenses | | |
| 1. 0 | $0 | |
| 2. 0 | $0 | |
| 3. 0 | $0 | |
| f) Other | | |
| 1. 0 | $0 | |
| 2. 0 | $0 | |
| 3. 0 | $0 | |
| 4. 0 | $0 | |
| 5. 0 | $0 | |
| **Non Personal Services Subtotal** | **$0** | |
| **TOTAL** | **$0** | |

## Form 6 Biographical Sketch

Not to exceed 2 pages per individual. Present PD first, followed by Co-PD(s) and the remaining key personnel in alphabetical order using additional copies of Form 6. (NOTE: Mentor Biosketches should use this format and be included in the appendix.)

| **NAME** | **POSITION/TITLE** | | |
|---|---|---|---|
| **EDUCATION/TRAINING** (Begin with baccalaureate or other professional education, and include postdoctoral training) | | | |
| **INSTITUTION AND LOCATION** | **DEGREE** | **YEAR(s)** | **FIELD OF STUDY** |
| | | | |

**A. Positions and Honors.** List in chronological order all previous positions, concluding with your present position. List any honors. Include present membership on any Federal Government public advisory committee.

**B. Selected peer-reviewed publications or manuscripts in press (in chronological order) from a total of _____.** Do not include manuscripts submitted or in preparation. For publicly available citations, URLs or PubMedCentral submission identification numbers may accompany the full reference.

**Form 7 – Facilities and Resources**

**Laboratory:**

**Clinical:**

**Animal:**

**Computer:**

**Office:**

**Other:**

**MAJOR EQUIPMENT:**

## Form 8 – Other Support

Provide the information requested for all key personnel on all existing and pending support. In the second format section, also provide the information requested regarding other training support available that might be used to benefit the training experience for teachers. Applications submitted to NYSTEM should not duplicate other funded projects. The PD and the contracting organization are responsible for notifying NYSTEM administrative staff of any changes in funding overlap information throughout the contract term.

**Repeat the format presented below for each funded effort/project. Use additional pages as needed.** Present the PD first, followed by Co-PD(s) and the remaining key personnel in alphabetical order.

**Name of Key Personnel:** _____

Check if there is no other support for the individual listed: ☐

TITLE OF PROJECT: ☐ Pending ☐ Active

BRIEF PROJECT DESCRIPTION:

PROJECT PI:

FUNDING AGENCY/GRANT ID NO.:

PERIOD OF SUPPORT: % FTE _____

THIS PROJECT INVOLVES STEM CELL RELATED RESEARCH: ☐ *Yes ☐No

*For any "Yes" answer, explain the distinction between the project and this NYSTEM application and list the specific aims of the project.

THIS PROJECT OVERLAPS A RESEARCH AIM IN THIS APPLICATION: ☐ **Yes ☐No

**For any "Yes" answer, provide the intended resolution if this NYSTEM application is funded.

**Institutional Support Available to Students for Research Training**

Check if there is no other training support available: ☐

TITLE OF PROJECT: ☐ Pending ☐ Active

PROJECT PI:

FUNDING AGENCY/GRANT ID NO.:

PERIOD OF SUPPORT: % FTE _____

THIS PROJECT OVERLAPS A RESEARCH AIM IN THIS APPLICATION: ☐ **Yes ☐No

**For any "Yes" answer, provide the intended resolution if this NYSTEM application is funded.

**WORK PLAN – Form 9**
***SUMMARY***

PROJECT NAME:

CONTRACTOR SFS PAYEE NAME:_____
_____

CONTRACT PERIOD: From: _____

_____

| Provide an overview of the project including goals, tasks, desired outcomes and performance measures:<br><br><br><br><br><br><br>To: |
|---|

Submit Forms 6-9 and all appendix material in a single PDF file of not greater than 10MB.

**WORK PLAN – Form 9**
***DETAIL***

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 1: | | a. | i. |
| | | | ii. |
| | | | iii. |
| | | b. | i. |
| | | | ii. |
| | | | iii. |
| | | c. | i. |
| | | | ii. |
| | | | iii. |

Submit Forms 6-9 and all appendix material in a single PDF file of not greater than 10MB.

**Form 9 – Workplan Narrative**
Limited to 10 pages.

## Application Completion Instructions

**Each content section described below should be provided in the application.**

**ALL APPLICATIONS SHOULD USE THE FORMS (see Attachment 1 – Forms 1-9 and Form 1-S) AND FORMATS PRESCRIBED IN THIS ATTACHMENT 1. APPLICATIONS THAT DEVIATE FROM SPECIFIC ELEMENTS OF THESE INSTRUCTIONS OR THOSE FOUND ON THE FORMS WILL BE ASSESSED A PENALTY AS SPECIFIED IN Attachment 1, Checklist (above – Page 16).**

It is the applicant's responsibility to ensure that all materials to be included in the application have been properly prepared and submitted. **File sizes cannot exceed 10MB each.** Applicants are strongly encouraged to seek appropriate technical support in the creation of digital files and to review the digital files prior to submission. Some materials may require scanning and insertion into the file. Discretion should be exercised in the resolution of figures and scanned materials. Excess resolution will increase the size of the file without any appreciable increase in viewing quality. Tips for managing graphics and file sizes are available at http://stemcell.ny.gov/research_support.html. Applicants should also be aware that while color figures may be included, applications may be printed in black and white. Applicants may wish to annotate the figure legend directing the reader to the digital file if color is an important aspect of the figure.

Forms are pre-set with acceptable fonts and margins. Applications should be single-spaced and typed using the font previously set within each form. Smaller font sizes are acceptable for use in tables and figure legends. Each page of each file should be numbered consecutively. Figures and illustrations referenced in the Workplan are included in the page limits. Appendices may not be used to circumvent page limitations.

**Applications must be submitted in digital format on a single CD or DVD.** An exact paper copy should also be submitted; it will be used only if the CD or DVD is damaged. If a digital copy of the application is not submitted on CD or DVD, the application will fail administrative review and will not be sent to peer review. Also, if the digital copy is damaged and a paper copy has not been submitted, the application will fail administrative review and will not be sent to peer review.

The CD or DVD should be clearly labeled with the applicant's name. It should contain the following items:

- Signed and dated Forms 1, all Forms 1S (where applicable), in a *single* Portable Document Format (PDF) file
  - **NOTE:** Form 1-S may be omitted if there are no sub-applicants. No other forms may be omitted from the application.
- Forms 2-4 in a *single* PDF file and a single Microsoft Word Document (DOC) file
- Form 5s as multiple Microsoft Excel (XLS) files – one workbook file for each budget year for the applicant organization and one workbook file for each budget year for each sub-applicant organization
- All Form 5s combined in a *single* PDF file – include all applicant and sub-applicant budgets for each year
- Forms 6-9 and all appendix material in a *single* PDF file, containing at least the following:
  - Biosketch – Form 6 – one for the PD and each Co-PD
  - Facilities and Resources – Form 7 – one for the applicant organization and one for each sub-applicant organization
  - Other Support – Form 8 – for the PD and each Co-PD
  - Workplan – Form 9
  - Workplan Narrative – Form 9 – limited to 10 pages.

**Information submitted to NYSTEM is subject to the Freedom of Information Law (FOIL)** (New York State Public Officers' Law, Article 6, Sections 84 to 90). To the extent permitted by law, an application will not be disclosed, except for purposes of evaluation, prior to approval by the Comptroller of the resulting contract. All material submitted becomes the property of the Department and may be returned at the Department's discretion. Submitted applications may be reviewed and evaluated by any person designated by the Department, other than one associated with a competing applicant. Any information supplied by an applicant, which is believed to be exempt from disclosure under FOIL, must be clearly marked and identified as such upon submission by the applicant. Marking the information as "confidential" or "proprietary" on its face or in the document header or footer shall not be sufficient without specific explanation of the basis for the claim of exemption from disclosure. Acceptance of the claimed materials by the Department does not constitute a determination on the exemption request. A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL in accordance with statutory procedure.

# Applicant Face Page – Form 1

Project Title. The title should describe the focus or purpose of the proposed project.

Application Type. This box should read "Research Experience for Teachers."

NYSTEM Application Number. For NYSTEM USE ONLY; do not enter any data in this field.

RFA number. This box should read "0912220314."

Program Director. Provide the information requested. The PD is the investigator designated by the applicant institution within New York State who is responsible for planning, coordinating and implementing the program if an award is made. The PD will act as liaison between the awarded institution and NYSTEM and be required to fulfill technical reporting requirements and submit any revised budgets co-signed by an authorized institutional representative.

Co-Program Director. If the Co-PD is from the applicant institution, provide the information requested for the Co-PD. If the institutional affiliation of the Co-PD is different from that of the PD, do not list him/her on the Applicant Face Page; complete a separate Face Page for each Co-PD (see Form 1-S, below). **NOTE:** A Co-PD shares responsibility with the PD for oversight of the entire program rather than a specific component of it.

Type of Institution. Select the appropriate choice from the dropdown box (Governmental or Not-for-profit).

NYS Vendor ID Number. Enter the applicant institution's 10-digit Vendor ID number assigned by the New York State Office of the State Comptroller.

Charities' Identification Number. In the space provided, enter the charities' identification number or, **if exempt, indicate the exemption category**. For information on identification numbers, contact the Department of State, Office of Charities Registration, 162 Washington Avenue, Albany, NY 12231, (518) 474-3720. Additional information and descriptions of exemption categories may be found at: http://www.osc.state.ny.us/agencies/gbull/g-79.htm

Project Start and End Dates. Record the anticipated project duration of September 1, 2015 through August 31, 2019.

Year One Grand Total Costs. Enter Year One Grand Total Costs from Form 5, Summary page.

Grand Total Costs (all years). Enter the Grand Total Costs (all years) from Form 5, Summary pages. This figure includes **all** requested funds to complete the project.

New York State Applicant Institution. Enter the legal name and address of the applicant institution/contracting entity.

Research Performing Sites. List all sites (institution and location) where the work described will be performed.

Contracts and Grants Official. Provide the information requested. This individual will be notified in the event of an award.

Official Signing for Applicant Institution. Provide the name and contact information for the individual authorized to act for the applicant institution. This individual will be responsible for administration and fiscal management of the contract should an award be made. **NOTE:** This individual typically is not the PD.

Certifications and Assurance. Prior to award recommendation, the PD, Co-PD (if from the same institution) and institutional official are required to sign and date the form. Signatures denote the following: certification that the statements herein are true and complete to the best of the signatories' knowledge; certification that the institution is eligible to apply and has the capability to conduct and administer externally-funded research (see Section II of the RFA); and, agreement to comply with the terms and conditions of any contract awarded as a result of this application.

**Reminder: A separate face page is needed for the applicant organization and each sub-applicant organization participating in the project.**

## Sub-applicant Face Page – Form 1-S

Project Title. The title should describe the focus or purpose of the proposed subproject.

Application Type. This box should read "Research Experience for Teachers."

RFA number. This box should read "0912220314."

Program Director. Provide the information requested. The Sub-applicant PD is the investigator designated by the sub-applicant organization responsible for planning, coordinating and implementing the subcontracted portion of the program if a subaward is made. The PD will act as liaison with the applicant PD and be required to fulfill technical reporting requirements and submit any revised budgets, co-signed by an authorized organizational representative. If this individual is also considered to be the Co-PD of the overall application to NYSTEM, also check the "Overall Project Co-PD" box.

Co-Program Director. If a Co-PD from the sub-applicant organization is designated, provide the information requested for the Co-PD of the sub-applicant. **NOTE:** A Co-PD shares responsibility with the PD for oversight of the entire program, rather than a specific component of it.

Type of Organization. Select the appropriate choice from the dropdown box (Governmental, Not-for-profit, For Profit).

Federal Employer Identification Number. Enter the applicant organization's nine-digit Internal Revenue Service employer identification number.

Charities' Identification Number. In the space provided, enter the charities' identification number or, **if exempt, indicate the exemption category**. For information on identification numbers, contact the Department of State, Office of Charities Registration, 162 Washington Avenue, Albany, NY 12231, (518) 474-3720. Additional information and descriptions of exemption categories may be found at: http://www.osc.state.ny.us/agencies/gbull/g-79.htm

Project Start and End Dates. Record the anticipated project duration for the subcontract.

Year One Grand Total Costs. Enter Year One Grand Total Costs from the sub-applicant Form 5, Summary page.

Grand Total Costs (all years). Enter the Grand Total Costs (all years) from sub-applicant Form 5, Summary pages. This figure includes direct and F&A costs for the sub-applicant.

Sub-applicant Organization. Enter the legal name and address of the sub-applicant organization/contracting entity.

Research Performing Sites. List all sites (organization and location) where the work described will be performed.

Official Signing for Sub-applicant Organization. Provide the name and contact information for the individual authorized to act for the sub-applicant organization. This individual will be responsible for administration and fiscal management of the subcontract should an award be made. **NOTE:** This individual typically is not the sub-applicant PD.

Program Director and Co- PD Certification and Assurance. Prior to award recommendation, the sub-applicant PD is required to sign and date the form and the sub-applicant Co-PD, if from the same organization, is also required to sign and date the form.

Organization Certification and Acceptance. Prior to award recommendation, the organizational representative of the sub-applicant is required to sign and date the form certifying compliance with all applicable assurances and certifications referenced in this RFA.

**Reminder: A separate face page is needed for the applicant organization and each sub-applicant organization participating in the project.**

# Staff, Collaborators, Consultants and Contributors – Form 2

List (spell out) the full name, title and organizational affiliation of the PD, Co-PD(s), all staff, collaborators, consultants and contributors (both paid and unpaid) associated with this project. Do not include unnamed or "to be determined" staff positions. For each individual listed, select the most applicable role from the dropdown box. This list is used to determine possible conflicts of interest at various stages of the review and award process.

# Acronyms and Abbreviations Used in Application – Form 3

Provide a list of all acronyms and abbreviations used in the application. Also include the full text/ definition/description as used in the application. This will allow the review panel to fully comprehend the proposed project. Common acronyms such as hESC (human embryonic stem cells) need not be identified.

# Lay Abstract – Form 4

Provide a summary of the proposed training program in non-technical terms; limit to 300 words. This information will be excerpted and edited for use in various public documents. **Do not include confidential information.** Specifically, describe the overall goal of the training program, the process for recruitment and evaluation of participants through ties with local schools, and the expected benefit to the participants and the institutions. In the space provided, provide up to ten key words to describe the proposed program (this information will be used to select potential peer reviewers).

# Budget and Justification – Form 5

Form 5 is fillable as a Microsoft Excel workbook consisting of six spreadsheets. Complete a separate Form 5 workbook for each budget year of the proposed project. In addition, complete a separate Form 5 workbook for each proposed budget year for each sub-applicant (e.g., an application with two sub-applicants in each of the four years will submit a total of twelve Form 5s).

Request funds appropriate for cost-effective performance of the proposed project. Budgets must be developed and managed in accordance with appropriate accounting standards for the organization including, but not limited to, applicable Circulars from the federal Office of Management and Budget (OMB) (see NYS Master Grant Contract, Appendix A-1). Record the amount requested for each category, subtotal and total for each year or portion thereof.

Care should be taken to record the true budgetary needs of the application. Proposed budgets are expected to incorporate cost of living increases and other reasonably-anticipated adjustments that may be necessary throughout the contract term. **Note:** Requests for **budget modifications** (to move funds between Personal Service and Non-Personal Service budget categories) **and no cost extensions** (to extend the termination date of the contract**) will not be considered** for these contracts. Thus, it is of critical importance that the application budget is prepared accurately and the scope of work can clearly be accomplished within the stated contract term.

No funds shall be directly or indirectly utilized for research involving human reproductive cloning. Patient care and equipment are not allowable expenses. Funds awarded by this program may not be used to supplant or duplicate other existing support for the same work (also see NYS Master Grant Contract, Standard Terms and Conditions, Paragraph III.C., Claims for Reimbursement regarding duplicate reimbursement and replacement funds). Ineligible budget items will be removed from the budget prior to contracting; the budget amount requested will be reduced to reflect the removal of the ineligible items.

***Allowable Expenses of the Applicant and Sub-applicants (also see table of Maximum Allowances below)***

1. Personal Services

Salaries and stipends are to be paid according to established institutional policies and proportional to the percent of expended professional effort. Fringe benefits may be requested in accordance with institutional guidelines for each position, provided such benefits are applied consistently by the applicant institution as a direct cost to all sponsors. Maximum salary is limited to $199,700 in each budget year and is not adjustable as the federal salary cap changes. Salary support may not be requested for the mentor(s) although a designated percentage of effort for the mentor(s) is appropriate. The percentage of effort for personnel other than the teacher trainees is not prescribed; it should be dependent upon the nature of the role of each individual at various time points during the project.

The teachers will conduct stem cell-related research at the applicant institution or sub-applicant organization. A full time (100 percent professional effort) commitment to the training experience is required of the teachers, equivalent to one FTE for the duration of the training experience.

Provide the information requested for all staff positions assigned to the project, regardless of whether financial support is requested. Insert additional lines as necessary.

Stipends paid from this award will be paid at $1,000 per week per teacher. If the institutional stipend exceeds this amount, the contractor will be required to pay the difference from other eligible sources of funds.

2. Non-Personal Services

Eligible non-personal service expenditures are limited to administration of the training program and to teacher training-related expenses.

For each teacher trained each summer, expenses may not exceed the following:

| **MAXIMUM ALLOWANCES PER TEACHER PER SUMMER** | | | |
|---|---|---|---|
| | **8 Week Program** | **7 Week Program** | **6 Week Program** |
| Weekly Stipend of $1,000 | $8,000 | $7,000 | $6,000 |
| Reasonable Living/Housing-Related Expenses | $1,500 | $1,312 | $1,125 |
| Classroom Enrichment Materials (purchase and development) | $1,000 | $ 875 | $ 750 |
| Professional Development and Related Travel | $1,000 | $875 | $1,875 |
| Host Laboratory Supplies/Other Expenses* | $2,500 | $2,188 | $750 |
| **Subtotal Training Costs** | **$14,000** | **$12,250** | **$10,500** |
| Program Administration (including PS and OTPS not included in the lines above) | $1,400 | $1,225 | $1,050 |
| **Subtotal** | **$15,400** | **$13,475** | **$11,550** |
| F&A | $1,232 | $1,078 | $924 |
| **Total** | **$16,632** | **$14,553** | **$12,474** |

*Host Laboratory Supplies/Other Expenses

- Supplies

- Travel (excluding local commuting expenses) to meetings and teachers' conferences to present their research experience and lesson plan/activity/module
- Teacher Consultation throughout the following academic year(s) with mentor, postdoctoral students and graduate students
- Other Expenses:
  - ✓ Core Facility Usage Fees (including NYSTEM-funded shared facilities)
  - ✓ Communication Costs
  - ✓ Animals and their Care
  - ✓ Human Subjects
  - ✓ Training Course Registration
  - ✓ Publication Costs
  - ✓ Miscellaneous

3. Proposed Subcontracts (Sub-applicants)

   Allowable expenses for sub-applicants will be consistent with those established herein for the applicant. Sub-applicant amounts will be carried forward from sub-applicant budget forms to Contractual Services of the applicant budget, Form 5. Such amount will include sub-applicant F&A costs. Note that any expenses budgeted for the sub-applicant will reduce the allowable expenses for the applicant organization.

4. Facilities and Administrative Costs

   F&A support is limited to a maximum of eight percent of modified total direct costs. Modified total direct costs consist of all salaries and wages, fringe benefits, materials and supplies, services, travel and subgrants and subcontracts up to the first $25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Equipment, capital expenditures, charges for patient care and tuition remission, rental costs, scholarships and fellowships, as well as the portion of each subgrant and subcontract in excess of $25,000 shall be excluded from modified total direct costs.

   If an award is made, F&A costs will be re-calculated from recommended and approved budget amounts. F&A costs will be calculated as the lower of the RFA-specified percentage of modified total direct costs or the amount recovered using the institution's current DHHS F&A rate. A copy of the DHHS F&A rate agreement should be included in the application appendix. In the absence of a DHHS agreement, an equivalently documented rate for the institution may be used. Sub-applicant F&A costs are likewise limited, and included in the primary applicant's direct costs.

Complete the Summary Page using **only** the column labeled Grant Funds and the column labeled Total. Complete each column of the Personal Services Detail page. Add rows as necessary for Salary and Fringe. Complete all other sections as appropriate.

***Justification***

On the last page of Form 5, provide sufficient detail to demonstrate that specific uses and amounts of funding have been carefully considered, are reasonable and are consistent with the approaches described in the Workplan. Justify funding for each budget line for the applicant and each sub-applicant. Budget lines that are not well-justified may be decreased or disallowed during the peer review and award process.

Starting with personnel, **fully justify** amounts requested in each budget category and budget line. Regardless of whether financial support is requested, describe and substantiate the roles and essential

contributions to the project of the PI and other staff involved in the project. In addition, provide a **detailed** justification for each 'Non Personal Service' (e.g., travel, supplies and other expenses).

**Note** that expenses specific to each teacher's experience (corresponding to the "Subtotal Training Costs" line in the table above) are limited as described in the RFA and are to be verifiable upon audit but do not need to be itemized here.

# Biographical Sketch – Form 6

Provide biographical sketches for all key personnel. Start with the PD followed by Co-PD(s) then include other key personnel in alphabetical order using additional copies of Form 6. Complete the information requested on the form. **Do not exceed two pages for each.** In Section A, list in chronological order all previous positions, concluding with the current position. List any honors. Include present membership on any Federal Government public advisory committee(s). In Section B, enter the total number of peer reviewed publications in the individual's history in the section heading and list relevant publications in chronological order. **NOTE:** Mentor biosketches should use this format and be included as an appendix.

# Facilities and Resources – Form 7

Describe the facilities available for performance of the proposed project at the applicant organization. Include headings for: Laboratory, Clinical, Animal, Computer, Office and Other (such as machine shop and electronics shop), as appropriate. Specify the intent to which such services will be available to the project. Indicate the performance site(s) and describe pertinent site capabilities, relative proximity and extent of availability to the project. Also indicate organizational commitment, including any additional facilities or equipment to be provided in support of the project or available for use at no cost to the project. **Complete an additional form for each proposed sub-applicant organization.**

# Other Support – Form 8

Repeating the format shown, provide the current information requested for all key personnel. Use additional pages as needed.

If the individual listed has no active or pending support other than this application, type an "X" in the box, and go on to the next person. For each entry of other support, provide a project title. Type an "X" in the box to indicate whether the support is active or pending. Provide a brief description of the project. List the name of the PD awarded funding for the project. Provide the name of the funding agency, the assigned grant/contract number, and the period of support for the project. Provide the percent of effort the individual devotes to this project. Type an "X" in the box to indicate whether the project involves stem cell research. If 'Yes,' list the Specific Aims of the project and explain the distinction between the project and this application. Type an "X" in the box to indicate whether the project includes any scientific or budgetary overlap with this application. If 'Yes,' provide the intended resolution to eliminate/prevent overlap if the application is funded.

# Workplan – Form 9

Enter the requested information at the top of the Summary Page. Paste the text from the Lay Abstract (Form 4) into the box on the Summary Page.

On the Detail Page, list the over-arching goal(s) of the training program in the column labeled Objective (e.g., to train "x" teachers). List each Task required to meet the objective(s) in the column labeled Tasks (e.g., recruit for summer #1, select teachers, assign mentors, develop curriculum, submit progress report, submit resulting lesson plan or activity/learning module to NYSTEM for posting to the NYSTEM webpage, etc.). Add rows as necessary. Within each Task row, briefly summarize the rationale. In the Performance Measures column, identify the expected outcome(s) and expected date of completion for each Task. Do not type any information in the column labeled Budget Category/Deliverable.

**Include the Workplan narrative below the table. Do not exceed 10 pages.** Provide sufficient detail to allow monitoring of progress toward program goals. The Workplan should present information in sufficient detail to convey clearly and concisely to reviewers that:

- the proposed program is well-defined, appropriately led and supported; and
- the essential components of the plan will provide a fertile research experience for the development of a cohort of teachers who can convey to their students the nature of authentic scientific inquiry and the fundamentals of stem cell science.

The Work Plan for the training program should include a detailed discussion of the following:

**a) Research Experience Program Description/Plan**

- program goals and objectives,
- program policies and administration, including but not limited to, teacher eligibility, requirements and application process, teacher attendance, financial support and use of funds,
- program design to develop teacher understanding of the practice of science, apply their critical thinking abilities to conduct research, identify problems in the process of conducting research, raise questions and propose solutions, and to translate their research experience and new knowledge into classroom activities,
- professional development skills including, but not limited to participation in seminars, field trips to relevant scientific organizations, teacher-directed discussions (with input from mentors or pedagogy experts) on how to incorporate what they learn into their classroom, and presentations,
- ongoing support and advice throughout the ensuing academic year from mentors, their postdoctoral fellows or students,
- instruction in the responsible conduct of research including but not limited to, scientific integrity and ethical principles in research, with particular emphasis on stem cell research ethics (see http://grants.nih.gov/training/responsibleconduct.htm for additional guidance),
- rationale for the instruction of teachers, including format and subject matter, degree of faculty mentor participation, plans to assess quality and the frequency of instruction. Also include study guide outlines and relevant reading materials or references on laboratory techniques and stem cell research, required laboratory safety training.

**b) Research Experience Program Evaluation**

- an evaluation plan to review and determine the quality and effectiveness of the program. This should include plans to obtain feedback from current and former teachers to help identify weaknesses in the program and to provide suggestions for program improvements.

**c) Candidate Pool, Recruitment, Selection, Appointment and Evaluation**

- plans to develop ongoing partnerships with local schools,
- candidate pool, selection criteria and appointment process,
- process to be used for identification, mentor matching, and evaluation of prospective mentors and the proposed research experiences and environments,
- process to be used for evaluation of the training experience, including research progress reporting,
- plan for teacher recruitment, including an outreach plan to increase the depth and diversity of participants, and recruitment of teachers serving in schools with significant, documented student disadvantage (see RFA Section III, page 3),
- plan for determining individual teacher experience and needs, and monitoring individual progress to accomplish desired goals.

**d) PD Leadership and Administration**

- qualifications and experience of PD to administer the program,
- percentage of effort of the PD toward the program,
- institutional support and commitment to the goals of the research experience program from the administration of the applicant institution as well as all participating units and sub-applicants. This might include financial and other support to be provided to the proposed program (e.g., space, shared laboratory facilities and equipment, release time for the PD and/or participating faculty, support for additional teachers in the program, support for increased stipends, continuing education credits, or any other creative ways to improve the climate for the establishment and growth of the program).

**e) Faculty/Mentors and the Stem Cell Research Environment**

- relevant projects in laboratories conducting stem cell-related research to be pursued by teachers,
- environment conducive to the breadth and depth of stem cell research programs,
- opportunities for interactions with a diverse pool of stem cell researchers, including journal clubs, seminars, and other means of expanding the ability of the teachers to engage in scientific learning,
- access to shared facilities and equipment, scientific journals, computational and statistical support, etc.

**f) Past Training Record**

- of the program and/or institution,
- of the PD and designated faculty preceptors/mentors interactions with pre-college teachers and/or students. Evidence may include a record of effective teacher training or interactive work with pre-college students, or experience in public outreach/educational activities with pre-college teachers or students.

# ATTACHMENT 2

**Vendor Responsibility Attestation**
**Stem Cell Research Experience for Pre-College Teachers**

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, K. Vendor Responsibility Questionnaire, I hereby certify:

**Choose one:**

☐ An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: https://portal.osc.state.ny.us within the last six months.

☐ A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.

☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name:_____

Title:_____

Organization:_____

Date Signed:_____

# ATTACHMENT 3

**Letter of Intent**
**Stem Cell Research Experience for Pre-College Teachers**
**RFA# 0912220314**

A Letter of Intent is **strongly encouraged** of prospective applicants in order to develop appropriate Review Panels in a timely manner. This form should be completed and filed as instructed in Section IV.C. of this RFA.

**Please provide a descriptive title of the proposed project and list of up to the 10 most relevant Key Words to describe the intended application** (this information will be used to recruit potential peer reviewers):

Title: _____

Key Words: _____
_____
_____

***I. Investigator Information (please print or type)***

| | | | | | |
|---|---|---|---|---|---|
| Program Director: | | | | | |
| Collaborating Organization: | | | | | |
| Address: | | | | | |
| City: | | State: | | ZIP Code: | |
| E-Mail: | | | | | |

***II. Collaborator Information (please print or type)***

| | | | | | |
|---|---|---|---|---|---|
| Primary Contact: | | | | | |
| Collaborating Organization: | | | | | |
| Address: | | | | | |
| City: | | State: | | ZIP Code: | |
| E-Mail: | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Primary Contact: | | | | | |
| Collaborating Organization: | | | | | |
| Address: | | | | | |
| City: | | State: | | ZIP Code: | |
| E-Mail: | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Primary Contact: | | | | | |
| Collaborating Organization: | | | | | |
| Address: | | | | | |
| City: | | State: | | ZIP Code: | |
| E-Mail: | | | | | |

***Collaborator Information (cont.)***

| | | | | | |
|---|---|---|---|---|---|
| Primary Contact: | | | | | |
| Collaborating Organization: | | | | | |
| Address: | | | | | |
| City: | | State: | | ZIP Code: | |
| E-Mail: | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Primary Contact: | | | | | |
| Collaborating Organization: | | | | | |
| Address: | | | | | |
| City: | | State: | | ZIP Code: | |
| E-Mail: | | | | | |

***Information for additional collaborators may be appended here, if necessary.***

| |
|---|
| SIGNATURE OF PROGRAM DIRECTOR:<br>X DATE: |
| ORGANIZATION CERTIFICATION AND ACCEPTANCE: I certify that the statements herein are true and complete to the best of my knowledge.<br>SIGNATURE OF THE OFFICIAL SIGNING FOR THE APPLICANT ORGANIZATION:<br>X DATE: |

**ATTACHMENT 4**

**Sample NYS Master Grant Contract**

**NOTE: State Contract forms are included for informational purposes only.**

**DO NOT COMPLETE THEM AT THIS TIME.**

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

| | |
|---|---|
| STATE AGENCY (Name & Address): | BUSINESS UNIT/DEPT. ID:<br><br>CONTRACT NUMBER:<br><br>CONTRACT TYPE: ☐ Multi-Year Agreement<br>☐ Simplified Renewal Agreement<br>☐ Fixed Term Agreement |
| CONTRACTOR SFS PAYEE NAME:<br><br>CONTRACTOR DOS INCORPORATED NAME:<br>☐ Amended | TRANSACTION TYPE:<br><br>☐ New ☐ Amendment<br>☐ Renewal |
| CONTRACTOR PRIMARY MAILING ADDRESS:<br><br>CONTRACT PAYMENT ADDRESS:<br>☐ Check if same as primary mailing address<br><br>CONTRACT MAILING ADDRESS:<br>☐ Check if same as primary mailing address | PROJECT NAME:<br><br>AGENCY IDENTIFIER:<br><br>CFDA NUMBER (Federally Funded Grants Only): |
| CONTRACTOR IDENTIFICATION NUMBERS:<br><br>NYS Vendor ID Number:_____<br><br>Federal Tax ID Number:_____<br><br>DUNS Number (if applicable):_____ | CONTRACTOR STATUS:<br>☐ Not-for-Profit<br>Charities Registration Number:_____<br>Exemption Status/Code:_____<br>☐ For-Profit<br>☐ Municipality, Code:_____<br>☐ Sectarian Entity<br>☐ Tribal Nation<br>☐ Individual |
| CURRENT CONTRACT TERM:<br>From:_____To:_____<br>CURRENT CONTRACT PERIOD<br>From:_____To:_____<br>AMENDED TERM:<br>From:_____To:_____<br>AMENDED PERIOD:<br>From:_____To:_____ | CONTRACT FUNDING AMOUNT<br>(*Multi-Year* - enter total projected amount of the contract; *Fixed-term/Simplified renewal* - enter current period amount):<br><br>CURRENT:_____ AMENDED:_____<br><br>SOURCE(S): ☐ State ☐ Federal ☐ Other |

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

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

ATTACHMENTS PART OF THIS AGREEMENT:

☐ Attachment A: ☐ A-1 Program Specific Terms and Conditions ☐ A-2 Federally Funded Grants
☐ Attachment B: ☐ B-1 Expenditure Based Budget ☐ B-2 Performance Based Budget ☐ B-3 Capital Budget
☐ B-1(A) Expend. Based Budget (Amendment) ☐ B-2 (A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Based Budget (Amendment)
☐ Attachment C: Work Plan
☐ Attachment D: Payment and Reporting Schedule
☐ Other:_____

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

| CONTRACTOR: | STATE AGENCY: |
| --- | --- |
| _____ | _____ |
| _____ | _____ |
| By:_____ | By:_____ |
| _____<br>Printed Name | _____<br>Printed Name |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

STATE OF NEW YORK

County of_____

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

(Notary)_____

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

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

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

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

## I. GENERAL PROVISIONS

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

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

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

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

**C. Order of Precedence:**

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

1. Standard Terms and Conditions

2. Modifications to the Face Page

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

4. The Face Page

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

6. Modification to Attachment A-1

7. Attachment A-1

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

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

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

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

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

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

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

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

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

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

**J. Notice:**

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

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

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

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

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

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

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

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

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

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

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

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

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

**V. Federally Funded Grants:** 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

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

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.

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

d) 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.

e) 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).

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 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). 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) and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

**C. Claims for Reimbursement:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall

[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.
[5] Fee for Service is a rate established by the Contractor for a service or services rendered.
[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.
[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.
[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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.

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) hereof.

**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 non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the

requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

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

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

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

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

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin,

sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

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

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

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

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

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

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

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

**L. Workers' Compensation Benefits:**

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

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

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

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

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

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

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

4. copies of wage reporting information.

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

**N. Vendor Responsibility:**

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

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

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or

directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

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

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

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

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

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor. 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 reserves the right to make a final determination of non-responsibility (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.

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

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

**P. Consultant Disclosure Law:**[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

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

paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

**ATTACHMENT A-1**
**AGENCY AND PROGRAM SPECIFIC CLAUSES**
**Part A. Agency Specific Clauses**

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

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

**B. Prohibition on Purchase of Tropical Hardwoods:**

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

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

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

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

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

**G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than $500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than $500,000, and if the CONTRACTOR receives $300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

**I.** The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

**J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

**N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

   a) **CE-200 --** Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

   b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3;** OR

   c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2:**

   a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

   b) **DB-120.1 --** Certificate of Disability Benefits Insurance OR

   c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

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

**P.** All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

**Q**. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

**R.** The CONTRACTOR shall submit to the STATE ***(monthly or quarterly)*** voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**<< Insert Address>>**

**S.** If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

**T**. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

**U.** Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**
Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

**Insert Vendor/Grantee Name Here**
Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

## Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

**ATTACHMENT A-1**
**AGENCY AND PROGRAM SPECIFIC CLAUSES**
**Part B. Program Specific Clauses**

**New York State Department of Health**

**Department of Health Program Name:** New York State Stem Cell Program (NYSTEM)
**Initiative Name:** Stem Cell Research Experience for Pre-College Teachers

**Part B. Program Specific Clauses**

### A. Research Integrity and Responsible Conduct of Research

In accepting an award from the New York State Department of Health for support from the Empire State Stem Cell Fund, the contractor shall ensure that each project investigator agrees to conform strictly to the codes of practice, regulations, policies and laws governing ethical conduct of scientific research, including but not limited to CFR 42 Part 93 and CFR 45 Part 94. The contractor and the Principal Investigator (PI) shall be responsible for any violation of these standards. If experimental procedures conducted pursuant to this project are performed in another state or country, either directly by the PI and any co-investigators, or in collaboration with other persons, the PI and contractor shall ensure that such research complies with New York State laws and regulations that would be applicable to such research if performed in New York State. The contractor will inform NYSTEM program administrators of any actual or suspected instances of research misconduct by any project participant as soon as this information becomes known to the contractor. The contractor is fully responsible for investigation of such instances.

### B. Human Subjects Research

Human subjects research is essential to the continued advancement of scientific knowledge concerning stem cell biology. In carrying out such research, the rights and welfare of all individual research participants are of critical importance. Furthermore, additional safeguards must protect especially vulnerable research subjects, including minors, mentally disabled adults who lack capacity to provide informed consent to research participation, and prisoners. Accordingly, no research study shall commence unless it has been approved by an Institutional Review Board (IRB) and a copy of the current approval has been submitted to NYSTEM. Further, the following requirements shall be satisfied:

- The research study will comply with 45 CFR Part 46 (unless exempt from the requirements of this Part) and, if applicable, 21 CFR Parts 50 and 56; 21 CFR 312; 21 CFR 361; and 21 CFR 812.

- The research study will comply with New York State Public Health Law (PHL) Article 24-A unless the research is subject to, and in compliance with, policies and regulations promulgated by any agency of the federal government for the protection of human subjects.

- The research study will comply with all other applicable federal and New York State laws, regulations and guidelines.

- If applicable, the contractor's IRB has received, reviewed, and accepted written approval from an authorized representative of each site where the study will take place.

- The IRB has determined that the investigator will immediately withdraw a subject from the research study if continued participation would be detrimental to the subject's well-being.

- The IRB will communicate to NYSTEM program administrators: (i) any unanticipated problems involving risks to subjects; (ii) any serious or continuing noncompliance with IRB policy or requirements; and (iii) any suspension or termination of IRB approval of the research study within 24 hours of such determination.

## C. Animal Use

NYSTEM requires that all contractors that conduct research using animals supported by the Empire State Stem Cell Fund adhere to all federal, state and local laws pertaining to humane care and use of animals for research purposes. Accordingly, no research study shall commence unless it has been reviewed and approved by an Institutional Animal Care and Use Committee (IACUC) whose guidelines are in compliance with the U.S. Public Health Service's *Policy on Humane Care and Use of Laboratory Animals,* and *Guide for the Care and Use of Laboratory Animals,* as well as any other federal, state and local laws or regulations relating to animal care and use (*e.g.*, the federal Animal Welfare Act, (7 USC 2131 *et seq*.) and its implementing regulations; and PHL Article 5, Title I, §§504 and 505-a) and a copy of the current approval has been submitted to NYSTEM.

## D. Other Compliance Requirements

### 1. Human Tissue

NYSTEM will support research using human tissue and require that such research adhere to all federal, state and local laws and regulations pertaining to the use of such tissue, including, but not limited to, 42 USC §289g *et seq.*; NYS PHL Article 43, §§4301 to 4309; Article 43-B, §§4360 to 4366; and 10 NYCRR Part 52. Any facility collecting, processing, storing, or distributing human tissue, even if for research purposes only, must consult with the Department regarding the need for an appropriate New York State tissue bank license, and if informed a license is necessary, obtain such a license. Accordingly, no research study shall commence unless such license is current.

### 2. Analytical Testing of Human Specimens

Any facility performing analytical testing of specimens from tissue donors or donated tissues where donor-identified test results are produced, which does not already hold such a permit, must consult with the Department regarding the need for an appropriate New York State Clinical Laboratory Permit in compliance with PHL Article 5, Title V, §§570 to 581, or verify that the facility performing the testing holds the appropriate permit. Accordingly, no research study shall commence unless such permit is current.

3. **Recombinant DNA**

Any facility in possession of recombinant DNA or performing recombinant DNA activities must comply with relevant state law (New York State PHL Article 32-A), state regulations (10 NYCRR Part 61) and federal guidelines (see http://oba.od.nih.gov/rdna/nih_guidelines_oba.html). Accordingly, no research study shall commence unless it has been reviewed and approved by the appropriate institutional oversight committee and a copy of the current approval has been submitted to NYSTEM.

## E. Human Stem Cell Research

1. **Scope**. Research using the following types of cells or tissues ("Human Stem Cell Research" ) is subject to the requirements of this section:

   a. human embryonic stem cells;

   b. human totipotent or pluripotent cells;

   c. human neural progenitor stem cells; and

   d. human gonadal progenitor stem cells.

2. **National Academy of Science (NAS) and International Society of Stem Cell Research (ISSCR) Guidelines.** Human Stem Cell Research must comply with either NAS or ISSCR Guidelines to the extent applicable, and must also comply with any additional requirements of this Contract. In the event of any conflict, the requirements of this Contract shall take precedence.

3. **Stem Cell Research Oversight (SCRO) Committees.**

   a. Human Stem Cell Research must be approved by a Stem Cell Research Oversight (SCRO) Committee that meets the standards set forth in the NAS or ISSCR Guidelines and in paragraph (d) below. However, research permissible without SCRO Committee review under Category 1 of the ISSCR Guidelines or Section 1.3 (a) of the NAS Guidelines shall not require SCRO

review if notification is provided to the SCRO Committee.[1] Research using all the cell types set forth at Section E.1. b-d which meets the above-referenced ISSCR and NAS requirements for exemption of human embryonic stem cell research shall also be exempt from full review. Accordingly, no such research study shall commence unless it is demonstrated that research protocols have been reviewed and approved by the SCRO committee.

b. The SCRO Committee shall be responsible for the initial and ongoing review and oversight of the research at the institution where the research is being conducted.

c. The SCRO Committee shall ensure that research complies with either NAS or ISSCR Guidelines to the extent such Guidelines are applicable, and also complies with any additional requirements of this Appendix A-2. In the event of conflict, the requirements of Appendix A-2 shall take precedence.

d. The SCRO Committee shall create and follow written policies that include the following standards:

(i.) Committee Membership: The membership of the SCRO Committee responsible for oversight for the contracting institution should have sufficient diversity among its members, including consideration of race, gender and background. Members should be sensitive to issues, such as community attitudes, in order to promote respect for the advice and counsel of the SCRO Committee. The SCRO Committee should be composed of qualified persons of both sexes. The members present at a meeting in which research funded under this contract is approved by the SCRO Committee must include at least one scientist with relevant expertise and one ethicist. The purpose of diverse membership on the SCRO Committee is to ensure that different perspectives are given a voice; the SCRO Committee should encourage different perspectives and voices in its discussion of protocols and in its minutes.

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[1] Category 1 of the ISSCR Guidelines (Section 10.1) provides: "Experiments that are permissible after review under existing mandates and by existing local committees, and are determined to be exempt from full SCRO review. These will include experiments with pre-existing human embryonic stem cell lines that are confined to cell culture or involve routine and standard research practice, such as assays of teratoma formation in immune-deficient mice. We recommend that all institutions pursuing such research establish a mechanism capable of determining that a) these projects can be adequately reviewed by committees with jurisdiction over research on human tissues, animals, biosafety, radiation, etc. and b) that full review by a SCRO mechanism or body is not required. This mechanism should include a determination that the provenance of the human embryonic stem cell lines to be used has been scrutinized and deemed acceptable according to the principles outlined in this document, and that such research is in compliance with scientific, legal and ethical norms."

Section 1.3(a) of the NAS Guidelines provides: "Purely in vitro hES cell research that uses previously derived hES cell lines is permissible provided that the ESCRO committee or equivalent body designated by the investigator's institution (see Section 2.0) receives documentation of the provenance of the cell lines including (i) documentation of the use of an acceptable informed consent process that was approved by an Institutional Review Board (IRB) or foreign equivalent for their derivation (consistent with Section 3.6); and (ii) documentation of compliance with any additional required review by an Institutional Animal Care and Use Committee (IACUC), Institutional Biosafety Committee (IBC), or other institutionally mandated review."

(ii.) Conflict of Interest Policies: The policies shall address conflicts of interest in a manner that is in alignment with other institutional conflict of interest policies, including, but not limited to, those governing the activities of the IRB. Such policies shall preclude a member from participating in the initial or continuing review of any project in which the member has a conflicting interest, except to provide information requested by the SCRO Committee.

(iii.) Recordkeeping: The policies shall address recordkeeping requirements for the activities of the SCRO Committee and for research reviewed by the Committee that are in alignment with the policies developed by the institution's IRB in accordance with the requirements of 45 CFR Part 46 and guidance issued by the Office for Human Research Protections. In addition, the SCRO Committee shall develop and adhere to policies for maintaining records relating to the provenance of all stem cell lines used in funded research, consent of gamete donors, applicable ethical research standards, and reports of adverse or unexpected outcomes that pose a threat to the health or safety of any individual or raise new ethical issues. Records relating to the activities and review of the SCRO Committee and to the research conducted shall be retained for at least six years after completion of the research. All records shall be accessible for inspection and copying by authorized representatives of the Department at reasonable times and in a reasonable manner.

4. **Consent to Donation of Biological Materials:** Contractors must ensure that the procurement of biological materials used in research funded pursuant to this contract complies with the informed consent provisions in either the NAS or ISSCR Guidelines, modified as follows:

a. *Obtaining Informed Consent*: Obtaining a person's fully informed, voluntary consent to a donation[2] must be accomplished through a dynamic process - *i.e.*, a dialogue that encourages the potential donor to ask questions, and prompts the potential donor to confirm his or her understanding of the information *being disclosed. Accordi*ngly, the informed consent process must adhere to the introductory paragraph of ISSCR Guideline 11.3[3] and all of ISSCR 11.6.[4]

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[2] References to "donors" or "donations" in this paragraph apply to donations of all biological materials – gametes, embryos and somatic cells – to stem cell research, except where otherwise noted.

[3] ISSCR 11.3 - Informed consent: Researchers should exercise care in communicating the concept of "informed consent" to ensure that such consent has actually been obtained. The informed consent process should take into account language barriers and the educational level of the subjects themselves….

[4] ISSCR 11.6 - Steps to enhance the procurement process: Attempts should be made to improve the informed consent process for human materials procurement. The informed consent document is but one aspect of this process. The purpose of the informed consent document is to record that all the ethically relevant information has been discussed. The informed consent document alone can never take the place of an interactive dialogue between research staff and providers of human materials. Researchers are thus encouraged to focus on enriching the

b. *Donation of Embryos in Excess of Clinical Need*: SCRO Committees shall review available documentation to ensure that there was a clear separation between the prospective donor(s)'s decision to create human embryos for reproductive purposes and the prospective donor(s)'s decision to donate the embryos for research purposes. Providing a general authorization for research donation when providing consent for reproductive treatment does not violate this provision, so long as specific consent to the research donation is obtained at the time of donation for research purposes.

c. *Re-consent*: Consent to donation shall be obtained at the time of the proposed transfer of the materials to the research team. With respect to obtaining re-consent to donation, SCRO Committees should apply the standards set forth in ISSCR Guideline 11.2,[5] or may choose to use the stricter standards set forth in NAS Guideline 3.2.[6]

d. *No Affect on Medical Care*: Policies and procedures shall be in place and donors shall be informed that providing or declining to provide consent to donate biological materials to research will not affect the quality of care provided to the donor.

e. *Withdrawal of Consent*: Donors shall be informed that they retain the right to withdraw consent until the biological materials are actually used in research, in compliance with ISSCR Guideline 11.2,[7] or until information

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informed consent process itself, in addition to ensuring that the informed consent document includes all of the ethically relevant information. The informed consent process can be enhanced in the following ways:

(i) Whenever possible, the person conducting the informed consent dialogue should have no vested interest in the research protocol. If members of the research team participate in the informed consent process, their role must be disclosed and care must be taken to ensure that information is provided in a transparent and accurate manner.

(ii) Empirical research has shown that informed consent is most effective as a dynamic, interactive, and evolving process as opposed to a static, one-time disclosure event. Thus, researchers should provide ample opportunities for providers of human materials to discuss their involvement in the research protocol.

(iii) Counseling services should be made available upon request to any providers of human materials prior to procurement.

(iv) Procurement procedures should be revised in light of a) ongoing studies of the long-term risks associated with oocyte retrieval; and b) research on informed consent for all types of human biological materials procurement.

(v) Researchers should consider on a regular basis, subject to annual review, the possible use of alternatives to hormonally induced oocytes procured solely for stem cell research, such as oocytes derived from pluripotent stem cells, in vitro maturation of oocytes from ovariectomy samples, and egg sharing programs offered through infertility clinics.

[5] ISSCR 11.2 - Contemporaneous consent for donation: Consent for donation of materials for research should be obtained at the time of proposed transfer of materials to the research team. Only after a rigorous review by a SCRO mechanism or body can permission be granted to use materials for which prior consent exists but for which re-consent is prohibitively difficult. Consent must be obtained from all gamete donors for use of embryos in research.

[6] NAS 3.2 - Consent for donation should be obtained from each donor at the time of donation. Even people who have given prior indication of their intent to donate to research any blastocysts that remain after clinical care should nonetheless give informed consent at the time of donation….

[7] ISSCR 11.2 - Donors should be informed that they retain the right to withdraw consent until the materials are actually used in research.

which could link the identity of the donor(s) with the biological material is no longer retained (if applicable).

f. *Restrictions on the Initial Use of Donated Materials:* Donors must be informed of the intended use of their biological materials to the extent such use is known, and that cell lines derived from the biological materials may be disseminated to other institutions or researchers, and/or may be stored in a tissue bank. Donors should be encouraged to provide their biological materials free of restrictions on use, but must be offered the opportunity to impose restrictions on the types of research in which their materials initially might be used (*e.g.*, somatic cell nuclear transfer) prior to, or in conjunction with, derivation of a cell line. Donors must be informed that adherence to restrictions beyond initial-use restrictions cannot be guaranteed, and that researchers may decline to use their biological materials or cell lines derived therefrom if such restrictions are imposed.

g. *Options for Disposition*: Donors shall be advised that there are alternatives to donating their gametes or embryos to research, and shall be provided with an explanation of what the alternatives are, including, but not limited to, all of the options available at the health care facility where the reproductive treatment was sought (*e.g.*, embryo adoption, donation for fertility treatment, and discarding).

h. *Financial Disclosures*: Donors must be provided with information that complies with financial disclosure provisions of ISSCR Guidelines 11.3(a)(viii) and (ix).[8]

i. *Reimbursement for Costs of Research-Related Injuries*: Contractors shall be responsible for donors' medical costs, including the costs of treating injuries that arise directly and proximately from the act[s] of donating.

j. *Genetic and Medical Information*: Donors must be informed that any resulting cells or cell lines derived from their biological materials will carry some or all of the DNA of the donor, and therefore, could be partially or completely genetically matched to the donor. Donors must also be provided with the disclosures mandated by ISSCR Guideline 11.3(a) (vii).[9]

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[8] ISSCR 11.3(a) - The informed consent document and process should cover, at a minimum, the following statements:…

(viii) disclosure of the possibility that any resulting cells or cell lines may have commercial potential, and whether the donor will or will not receive financial benefits from any future commercial development.

(ix) disclosure of any present or potential future financial benefits to the investigator and the institution related to or arising from proposed research.

[9] ISSCR 11.3(a) - The informed consent document and process should cover, at a minimum, the following statements:…

(vii) disclosure of what donor medical or other information and what potential donor identifiers will be retained; specific steps taken to protect donor privacy and the confidentiality of retained information; and whether the identity of the donor will be readily ascertainable to those who derive or work with the resulting stem cell lines, or any other entity or person, including specifically any oversight bodies and government agencies.

k. *Counseling Services*: Donors shall be advised of the availability of counseling services pursuant to ISSCR Guideline 11.6(iii),[10] which preferably shall be made available to the donor free of charge.

l. *Donation of Oocytes Solely for the Purpose of Research*: The informed consent process must assure compliance with the provisions of ISSCR Guideline 11.5(b).[11] Special care must be taken to disclose both the short- and long-term health risks arising out of the oocyte donation process in a manner that reflects the most current scientific knowledge of such risks.

m. *Application*: The standards set forth in this subsection shall apply to research funded pursuant to this contract involving the derivation of new stem cell lines. Contractors may use biological materials obtained prior to the execution of this contract and/or cell lines derived without the use of funds provided under this contract so long as the informed consent obtained from the donor(s) adhered to the provisions of the NAS or ISSCR Guidelines. In addition, contractors may use cell lines registered on the National Institutes of Health ("NIH") Registry,[12] and cell lines in existence on or prior to August 9, 2001 that were approved by the NIH for use in federally-funded research prior to initiation of the NIH Registry. Nothing in this paragraph shall preclude a SCRO from reviewing, if it so chooses, the procurement or derivation of such cell lines for compliance with additional ethical standards, such as those set forth in this contract, or by NAS and ISSCR.

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[10] ISSCR 11.6 (iii) - Counseling services should be made available upon request to any providers of human materials prior to procurement.

[11] ISSCR 11.5(b) - *For provision of oocytes for research, when oocytes are collected outside the course of clinical treatment*. In locales where oocyte donation for stem cell research is allowed, the SCRO mechanism or body is responsible for conducting rigorous review of any protocol to ensure the safety and the free and informed choice of oocyte providers, according to the following principles:

(i) There must be monitoring of recruitment practices to ensure that no vulnerable populations, for example, economically disadvantaged women, are disproportionately encouraged to participate as oocyte providers for research.

(ii) In locales where reimbursement for research, participation is allowed, there must be a detailed and rigorous review to ensure that reimbursement of direct expenses or financial considerations of any kind do not constitute an undue inducement.

(iii) At no time should financial considerations of any kind be given for the number or quality of the oocytes themselves that are to be provided for research.

(iv) Oocyte procurement must be performed only by medically qualified and experienced physicians, and nonaggressive hormone stimulation cycles and frequent monitoring must be used to reduce the risk of ovarian hyperstimulation syndrome (OHSS).

(v) Due to the unknown long-term effects of ovulation induction, women should not undergo an excessive number of hormonally induced ovarian stimulation cycles in a lifetime, regardless of whether they are induced for research or assisted reproduction. The limits should be determined by thoughtful review during the SCRO process, which should be informed by the latest available scientific information about the health risks.

(vi) There should be a provision to pay for the cost of any medical care required as a direct and proximate result of a woman's provision of oocytes for research.

(vii) An infertility clinic or other third party responsible for obtaining consent or collecting materials should not be paid specifically for the material obtained, but rather for specifically defined cost-based reimbursements and payments for professional services.

[12] *See* National Institutes of Health Guidelines on Human Stem Cell Research, §§ II.B - D (2009), *available at* http://stemcells.nih.gov/policy/2009guidelines.htm.

5. **Payments to Gamete Donors:**

a. Contractors may conduct research involving the use of stem cell lines, or may derive new stem cell lines, for which women donating oocytes solely for research purposes have been, or are being, reimbursed for out-of-pocket expenses as well as compensated for the time, inconvenience and burden associated with the donation process. Out-of-pocket expenses may include, but are not limited to, travel, housing, medical care, child care incurred as a result of the donation process. Compensation for the time, inconvenience and burden associated with the donation process must be consistent with New York State's standards applicable to women who donate oocytes for reproductive purposes and may not exceed amounts permitted by the guidelines of the American Society of Reproductive Medicine.[13] Payments made to oocyte donors in accordance with the provisions of this section are an allowable expense under this contract.

b. If reimbursement for oocyte donation is provided, there must be a detailed and rigorous review by the SCRO Committee, and the IRB, if required, to ensure that reimbursement of direct expenses and/or other compensation do not constitute an undue inducement.

c. At no time should financial consideration of any kind be given for the number or quality of the oocytes themselves that are provided for research.

d. The SCRO Committee should review information, where available, regarding the payment to donors who produced gametes originally for reproductive purposes to ensure compliance with the ISSCR Guideline 11.5(a). Where no such information is reasonably available, the SCRO Committee need not ensure that payment history complies with either NAS or ISSCR Guidelines.

## F. Publication and Intellectual Property Rights

**1.** It is ESSCB's intent that the results of research it supports through its sponsorship be disseminated and made easily available to the research community and the lay public. Manuscript submission for publication of research funded by the Fund shall not be delayed by investigators or their research institutions. Research results are to be submitted promptly for publication in internationally recognized scientific journals. Publication should not be delayed for commercial or other reasons beyond the editorial period needed to ensure scientific accuracy and presentation.

[13] American Society of Reproductive Medicine (ASRM) Ethics Committee. Financial compensation of oocyte donors. *Fertil. & Steril.* 88(2), 305-309 (2006).

a. All publications reporting research supported by NYSTEM funds published in peer reviewed journals must be deposited in the National Institutes of Health National Library of Medicine's PubMed Central (PMC). NYSTEM encourages investigators to sign copyright agreements that specifically allow the published manuscript to be deposited for public posting on PMC. As investigators are encouraged to publish NYSTEM-funded research findings as "open access" publications, contract funds may be used to cover costs required for such "open access" publication.

b. An electronic copy of each such publication must be filed with the progress report pursuant to this contract.

c. Support by the Empire State Stem Cell Fund shall be acknowledged in all publications, presentations and products of research in a form consistent with the publication's guidelines, (*e.g.*, "supported by the Empire State Stem Cell Fund through New York State Department of Health Contract # <<>>. Opinions expressed here are solely those of the author and do not necessarily reflect those of the Empire State Stem Cell Board, the New York State Department of Health, or the State of New York").

**2.** It is ESSCB's intent that the resources, materials and methods created through its sponsorship be disseminated and made easily available to the research community. All such materials described in invention disclosures, publications, or other public forums shall be made available to requesting investigators. The contractor may collect reasonable costs for provision of such resources and may require execution of appropriate material transfer agreements, licenses, or confidentiality agreements (*see* paragraph #4, below).

**3.** The State retains march-in rights[14] with regard to NYSTEM-funded research. In the event that NYSTEM determines that the contractor has not made sufficient reasonable efforts to protect the various property interests in the research or has failed to share the research developments promptly, the State shall have the right, at its sole discretion, to exercise its march-in rights and take appropriate steps to achieve those goals**.** The State shall have the right to a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, for research and governmental purposes only, any published or otherwise reproducible material, device, invention, technique, material, or methodology developed under or in the course of performing this

[14] For purposes of this contract, "march-in right" shall mean the following: with respect to any subject invention in which the contractor has acquired in the course of performing this contract, the State shall have the right to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such request, to grant such a license itself, if the State determines that such action is necessary either because the contractor, assignee, or their licensee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use or to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee, or their licensee.

funded research, dealing with any aspect of the research activity, or of the results and accomplishments attained from the research.

**4.** The contractor must have written agreements with researchers that require prompt disclosure of inventions made in the performance of ESSCB-funded research. The contractor shall notify NYSTEM of the invention disclosures and the filing of any patent application in the progress report pursuant to this contract. The contractor shall also provide NYSTEM with written notice of any assignment or transfer of intellectual property rights generated as a result of research supported by the Fund. Any such assignment or transfer must acknowledge, and be subject to the rights retained by the State pursuant to paragraph 3, *supra*.

Assignment and ownership allocation of intellectual and industrial property rights generated from research supported by the Fund are to be determined by the parties concerned (researchers, and their research organizations or institutions), consistent with organizational policies. Prior to execution of a negotiated contract, appropriate arrangements (existing or proposed) regarding intellectual and industrial property rights must be made by the contractor. Such arrangements may include: provisions about dissemination of information, such as disclosure and methods of publication, and provisions regarding ownership and exploitation of the results of the research supported by the Fund. However, to protect the State's interests and to streamline invention reporting procedures, contracts between the Department and the contractor will, except to the extent inconsistent with this paragraph, incorporate the provisions of 37 CFR 401.14, with the following modifications throughout: *Federal* or *Government* will refer to New York State, and *agency* will refer to the Department.

**5.** Contractor agrees, pursuant to the provisions of the New York State Administrative Procedure Act §104, to provide the Department with the study, any data supporting the research study, and the identity of the principal person or persons who performed such study. If such study is used as the basis for the promulgation, amendment, or repeal of a rule, regulation, or guideline used in enforcement of a statute, rule, or regulation, the study, any data supporting that study, and the identity of the principal person or persons who performed the study shall be subject to disclosure in accordance with the law.

## G. Other

**1.** Neither the Department nor the State of New York will assume any responsibility for any damage or injuries caused by or resulting from research conducted with the financial support of the Fund.

2. The contractor is required to participate in and cooperate with evaluation and dissemination activities sponsored or conducted by NYSTEM staff, such as:

    a. on-site monitoring visits;
    b. ESSCB-sponsored annual scientific meetings (mentors and teachers will attend a NYSTEM-sponsored meeting to make presentations and to discuss their immersion experiences and the resulting impact on their students);
    c. The lesson plans or activity/learning module descriptions developed by the participating teachers will be posted on the NYSTEM website; and
    d. At the conclusion of the academic year following the immersion experience, teachers will be surveyed by the contractor to assess the value of the research experience and the extent of their success incorporating concepts into the classroom; survey results and adjustments made to the program based on those surveys will be shared with NYSTEM.

3. The contractor is required to submit separate requests for personnel changes, budget modifications, requests for carry-forward of funds and no-cost extension of funds. Prior approval is required for all equipment purchases and out-of-state travel that are not detailed in Attachment B-1, Budget. Requests for changes to the budget are not guaranteed approval and may be subject to review beyond the Program level (also see the Contractor Manual at http://stemcell.ny.gov/awardee-information).

4. Maximum funding allocated to payment of salaries is limited to $199,700 in each budget year and is not adjustable as the federal salary cap changes.

5. No funds shall be directly or indirectly utilized for research involving human reproductive cloning. Equipment and patient care are not allowable expenses.

6. The teachers will conduct stem cell-related research at the applicant institution or sub-applicant organization. A fulltime (100 percent professional effort) commitment to the immersion experience is required of the teachers, equivalent to one FTE for the duration of the immersion experience.

7. Stipends paid from this award will be paid at $1,000 per week per teacher. If the institutional stipend exceeds this amount, the contractor will be required to pay the difference from other eligible sources of funds.

8. Professional development activities such as seminars, field trips and presentations on teaching methods or materials will be offered. At least one of these activities will be required to focus on the ethical, social and/or legal implications of stem cell research.

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

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

| CATEGORY OF EXPENSE | GRANT FUNDS | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL |
|---|---|---|---|---|---|
| 1. Personal Services | | | | | |
| a) Salary | | | | | |
| b) Fringe | | | | | |
| Subtotal | | | | | |
| 2. Non Personal Services | | | | | |
| a) Contractual Services | | | | | |
| b) Travel | | | | | |
| c) Equipment | | | | | |
| d) Space/Property & Utilities | | | | | |
| e) Operating Expenses | | | | | |
| f) Other | | | | | |
| Subtotal | | | | | |
| TOTAL | | | | | |

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**
***PERSONAL SERVICES DETAIL***

| SALARY | | | | | |
|---|---|---|---|---|---|
| POSITION TITLE | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED | TOTAL |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. | | | | | |
| 13. | | | | | |
| 14. | | | | | |
| 15. | | | | | |
| | | | | Subtotal | |
| FRINGE - TYPE/DESCRIPTION | | | | | |
| | | | | | |
| | | | | PERSONAL SERVICES TOTAL | |

Contract Number: #_____

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**
***NON-PERSONAL SERVICES DETAIL***

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | |

| TRAVEL - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | |

Contract Number: #_____

| EQUIPMENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | |

| SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION | TOTAL |
| 1. | |
| 2. | |
| 3. | |
| TYPE/DESCRIPTION OF UTILITY EXPENSES | TOTAL |
| 1. | |
| 2. | |
| 3. | |
| TOTAL | |

| OPERATING EXPENSES - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | |

| OTHER - TYPE/DESCRIPTION | TOTAL |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| TOTAL | |

**ATTACHMENT C – WORK PLAN**
***SUMMARY***

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

| Provide an overview of the project including goals, tasks, desired outcomes and performance measures: |
| --- |
| |

**ATTACHMENT C – WORK PLAN**
***DETAIL***

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 1: | | a. | i. |
| | | | ii. |
| | | | iii. |
| | | b. | i. |
| | | | ii. |
| | | | iii. |
| | | c. | i. |
| | | | ii. |
| | | | iii. |

| OBJECTIVE | BUDGET CATEGORY/ DELIVERABLE (if applicable) | TASKS | PERFORMANCE MEASURES |
|---|---|---|---|
| 2: | | a. | i. |
| | | | ii. |
| | | | iii. |
| | | b. | i. |
| | | | ii. |
| | | | iii. |
| | | c. | i. |
| | | | ii. |
| | | | iii. |

**ATTACHMENT D**
**PAYMENT AND REPORTING SCHEDULE**

## I. PAYMENT PROVISIONS

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

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

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of _____ percent (__%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

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

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

### 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 _____

☐ Fifth Quarter Reimbursement
Due date _____

☐ Milestone/Performance Reimbursement
Due date/Frequency _____

☐ Scheduled Reimbursement
Due date/Frequency _____

## 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 _____ days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)[1]

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

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

## B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

## C. Other Reports

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

**TABLE I – REPORTING SCHEDULE**

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

# ATTACHMENT 5

## Guide to New York State DOH M/WBE RFP/RFA Required Forms

# GUIDE TO NEW YORK STATE DOH M/WBE RFP/RFA REQUIRED FORMS

All DOH procurements have a section entitled **"MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS."** This section of procurement sets forth the established DOH goal for that particular procurement and also describes the forms that must be completed with their proposal or application. Below is a summary of the forms used in the DOH MWBE Participation Program by a grantee.

**Form #1: Grantee MWBE Utilization Plan -** This document must be completed by all grantees responding to RFAs with an MWBE goal greater than zero. The grantee must demonstrate how it plans to meet the stated MWBE goal. In completing this form, the grantee should describe the steps taken to establish communication with MWBE firms and identify current or future relationships with certified MWBE firms. The second page of the form should list the MWBE certified firms that the vendor plans to engage with on the project and the amount that each certified firm is projected to be paid. Plans to work with uncertified firms or women and minority owned firms do not meet the criteria for participation. If the plan is not submitted or is deemed deficient, the grantee may be sent a notice of deficiency. It is mandatory that all awards with goals have a utilization plan on file.

**Form #2: MWBE Utilization Waiver Request -** This document must be filled out by the grantee if the utilization plan (Form #1) indicates less than the stated participation goal for the procurement. In this instance, Form #2 must accompany Form #1 with the proposal. When completing Form #2, it is important that the grantee thoroughly document the steps that were taken to meet the goal and provide evidence in the form of attachments to the document. The required attachments are listed on Form #2 and will document the good-faith efforts taken to meet the desired goal. A grantee can also attach additional evidence outside of those referenced attachments. Without evidence of good-faith efforts, in the form of attachments or other documentation, the Department of Health may not approve the waiver and the grantee may be deemed non-responsive.

New MWBE firms are being certified daily and new MWBE firms may now be available to provide products or services that were historically unavailable. If Form #2 is found by DOH to be deficient, the grantee will be sent a deficiency letter asking for a revised form to be returned within 7 business days of receipt.

Any questions regarding completion of these forms can be sent to jae11@health.state.ny.us.

# MWBE Form #1
# New York State Department of Health
# GRANTEE/CONTRACTOR MWBE UTILIZATION PLAN

| | |
|---|---|
| **Grantee/Contractor Name:** | |
| **Vendor ID:** | **Telephone No.** |
| **RFA/Contract Title:** | **RFA/Contract No.** |

**Description of Plan to Meet MWBE Goals (Use pages 2-3 to provide specific M and W subcontractor information)**

## PROJECTED MWBE USAGE

| | % | Amount |
|---|---|---|
| **1. Total Dollar Value of Eligible Costs on Budget** | **100** | **$** |
| **2. MBE Goal Applied to Eligible Costs** | | **$** |
| **3. WBE Goal Applied to Eligible Costs** | | **$** |
| **4. MWBE Combined Totals*** | | **$** |

*If less than the stated goal in RFA, Form #2 is required.

**GRANTEE/CONTRACTOR PROPOSED MWBE UTILIZATION PLAN**
**MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION**

**In order to achieve the MBE Goals, grantee expects to subcontract with New York State certified MINORITY-OWNED entities as follows: (add additional pages as needed)**

| MBE Firm (Exactly as Registered) | Description of Work (Products/Services) [MBE] | Projected MBE Dollar Amount |
|---|---|---|
| Name<br><br>Address<br><br>City, State, ZIP<br><br>Employer I.D.<br><br>Telephone Number<br>( ) - | | $_____ |
| Name<br><br>Address<br><br>City, State, ZIP<br><br>Employer I.D.<br><br>Telephone Number<br>( ) - | | $_____ |
| Name<br><br>Address<br><br>City, State, ZIP<br><br>Employer I.D.<br><br>Telephone Number<br>( ) - | | $_____ |

**GRANTEE/CONTRACTOR PROPOSED MWBE UTILIZATION PLAN**
**WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION**

**In order to achieve the MBE Goals, grantee expects to subcontract with New York State certified WOMEN-OWNED entities as follows: (add additional pages as needed)**

| WBE Firm (Exactly as Registered) | Description of Work (Products/Services) [WBE] | Projected WBE Dollar Amount |
|---|---|---|
| Name<br><br>Address<br><br>City, State, ZIP<br><br>Employer I.D.<br><br>Telephone Number<br>( ) - | | $ _____ |
| Name<br><br>Address<br><br>City, State, ZIP<br><br>Employer I.D.<br><br>Telephone Number<br>( ) - | | $ _____ |
| Name<br><br>Address<br><br>City, State, ZIP<br><br>Employer I.D.<br><br>Telephone Number<br>( ) - | | $ _____ |

# MWBE Form #2

# MWBE UTILIZATION WAIVER REQUEST

| Grantee/Contractor Name: | |
|---|---|
| Vendor ID: | Telephone No. |
| RFA/Contract Title: | RFA/Contract No. |

**Explanation why Grantee is unable to meet MWBE goals for this project:**

**Include attachments below to evidence good faith efforts:**

- ☐ Attachment A. List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- ☐ Attachment B. List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- ☐ Attachment D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- ☐ Attachment E. Identify dates of any pre-proposal, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.
- ☐ Attachment F. Other information deemed relevant to the request.

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Submitted by: _____ Title: _____

_____

(Signature) / (Date )