



New York State
Office of
Children & Family
Services

GRANTEE PROVIDER MANUAL

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Commissioner**

Prepared by the Contract Process Improvement Workgroup

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INTRODUCTION

The purpose of the Grantee Provider Manual is to provide a guide and overall instructions for Not-for-profit grantees during the development of a contract, and the claiming process to receive payments under the contract. Grantees should also contact your Program Manager for instructions specific to your program. The Manual covers four major topics;

1. The development of the contract budget and workplan by the Grantee,
2. The processing of the contract by New York State Office of Children and Family Services (OCFS) and other New York State staff;
3. The Claiming process to receive payment under the contract including how to prepare a voucher programmatic reporting, and contract monitoring,
4. When and in what circumstances Contract Amendments can be processed.

Although these policies and procedures apply to all grant contracts administered by OCFS, specific procedures relating to training and administrative activity contracts and AmeriCorps contracts may vary. Training and administrative activity contract-specific procedures are contained in the Bureau of Training Project Operational Manual. To obtain a copy of this manual, please call 518-474-7039. For specific procedures related to AmeriCorps contracts administered by the OCFS' Office of Youth Development, please consult the Project Director Handbook, which can be found at http://www.americorps.gov/home/site_map/index.asp, the AmeriCorps Provisions located at <http://www.americorps.org/resources/provisions/2002ACProvisions.pdf> and the Fiscal Manual which is provided to new AmeriCorps contractors each year.

OCFS has developed a comprehensive, web-based Contract Management System (CMS) providing technology that automates the contract development and expenditure process. It was developed to improve the efficiency, effectiveness, and accuracy in the development and processing of contracts and related expenditures. CMS standardizes and automates labor-intensive tasks and provides system edits that reduce common errors. CMS can be accessed at: <http://www.ocfs.state.ny.us/main/bcm/cms.asp>

CMS has no hardware requirements. Minimum requirements for participating are simply Internet access, Explorer 6.0 and Acrobat Reader 8.0. Acrobat Reader can be obtained free at: http://www.adobe.com/products/acrobat/readstep2_allversions.html

For Macintosh users, Safari 2.0 or higher is recommended and can be obtained free of charge at: <http://www.apple.com/support/downloads/safari.html>

CMS help line can be reached by e-mail at <mailto:ocfs.sm.cms.help@nysemail.state.ny.us> or by phone at 518-473-8042 or 1-800-697-1323. In addition, assistance can be obtained through the online CMS manual and FAQ from the home page of CMS.

“OCFS Program Manager”, which is referenced throughout the manual, is the contractor’s direct contact throughout the life of the contract. They are available to assist in understanding and following the policies and procedures described in this manual. Contractors are strongly encouraged to consult their copy of the governing solicitation document prior to contacting their OCFS Program Manager whenever they have questions or need assistance.

*****IMPORTANT REMINDERS*****

Any anticipated change in a contract may require prior approval by the OCFS, the State Attorney General (AG) and the Office of the State Comptroller (OSC).

Contractors may not assign their rights, title or interest in their contracts, or transfer, convey, sublet, or otherwise dispose of their contracts without the **prior written consent** of the OCFS. Any attempts to assign the contract without the OCFS' written consent are null and void.

I. CONTRACT DEVELOPMENT ACTIVITIES

A. Pre-Contract Development Activities

Before contract development can begin, the steps below need to take place:

I. Award Notification Letter

An award notification letter from OCFS will be received after the awards announcement has been published. The notice of renewal letter from OCFS will be received as award notification of the renewal of the contract. .

II. Posting of Notification of Awardees in the Contract Reporter

The names of the awardees of an RFP will be published in the NYS Contract Reporter and on the OCFS website. In addition, if the RFP or IFB is open to for-profit organizations then the names of all the bidders who submitted proposals (proposers) will be published.

III. Establishment of the Contract in the Contract Management System (CMS)

The contractor must complete the CMS Authorization form and return it to OCFS before an on-line contract can be established in CMS. The form designates who the contract developer(s), contract signatory(s) and claim signatory(s) are for the contractor. The on-line contract can then be set up in CMS using the information provided on the form. In some cases, a contract may be completed off line as a hard copy contract. The Program Manager will be able to discuss this option, if needed.

IV. Assignment of Program Management Staff to Specific Grantees

Program Managers from the relevant Program office will be identified and assigned to specific grantees. Program Managers will be responsible for developing contracts with funded programs, negotiating any necessary changes, providing technical assistance to programs and monitoring contract performance.

V. Responding to Applicants that were Not Selected

Applicants that were not selected for funding may request information regarding why they were not selected. The non-selection letter will contain a contact name and address for further inquiries. The OCFS contact can provide feedback to applicants on their individual proposal. Information on other applicants under a competitive procurement may or may not be available depending on the specific point in the selection process at which the request is made. OCFS' response to any informal complaint or inquiry will indicate whether the requested information is currently available or at what point in the process it will become available, as well as the existence of any formal protest. A copy of the OCFS policy on formal protests will be made available to the complainant should the informal process fail to resolve the matter.

B. Contract Development

Once an award letter is issued the contract development stage begins. The end result of this process is a completed and approved contract. The Contract Management System (CMS) has been developed to automate the review and processing of contracts.

I. Establishment of a Contract in CMS

To meet OCFS Contract Development Timeframe Requirements, the contract development package will be established in CMS, for on-line contracts, and a CMS generated notification will be forwarded as a follow-up to the award letter. The contract documents will be included in each

on-line contract being processed through CMS. If it is determined that the contract will be processed off line, then a contract package will be mailed to the awardee. OCFS uses the New York State Standard Agreement format for all contracts with not-for-profit organizations. This format will also be used in situations where a particular program involves contracts with both not-for-profit and for-profit organizations. The standard New York State not-for-profit contract consists of the following components:

- New York State Agreement - Includes cover page, signature page and Agreement (OCFS-4559, rev. 07/02)
- Appendix A – Standard Clauses as required by the Attorney General for all New York State contracts.
- Appendix A-1 – Agency Specific clauses.
- Appendix A-2 – Program Specific Clauses
- Appendix A-3 – Federal Assurances and Certifications (required only if federal funding is involved)
- Appendix B- Budget
- Appendix C – Payment and Reporting Schedule
- Appendix C-1 – Deliverable Payment Schedule (Performance Based Contracts only)
- Appendix D – Program Workplan. In addition to defining outcomes, this Appendix could also include the Board of Directors Profile, Milestones, Non-Discrimination/Non-Sectarian Compliance Form and may include the organizations incorporation papers and staffing plan.
- Appendix X – Modification Agreement Form (included in new contracts and used if amendment/renewal is necessary)
- Other Appendices as necessary
- If TANF funding is involved the following Appendices are required:
 - Appendix M – OTDA LCM-20 (required only if TANF funding is “with regard”)
 - Appendix T – Cost Allocation Attestation

Other forms and documents that the Contractor may be required to submit with their contract include:

- The New York State Sales Tax Certification forms ST-220-CA and ST-220-TD (For-Profits and non-grants only)
- A copy of the IRS 990 form (Not-For-Profits only) or a copy of other most recent tax filings
- The Contractor’s most recent audited financial statement

The Vendor Responsibility Questionnaire form that is submitted with a proposal may need to be modified, or additional information received, during the contract development period. Vendors are strongly encouraged to file the required Vendor Responsibility Questionnaire online through the New York State VendRep System, or may choose to complete a Vendor Responsibility Questionnaire hard copy Form. Vendors are also encouraged to have subcontractors that are substantially involved with the project to file the required Vendor Responsibility Questionnaire on line to provide for complete information. To enroll in and use the New York State VendRep System all vendors may view the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at http://www.osc.state.ny.us/vendrep/vendor_index.htm . For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete a paper questionnaire can access the Questionnaire by clicking the following link: <http://www.ocfs.state.ny.us/main/forms/contracts/> .

II. Notification to the Contractor of the Start of Contract Development

The Contractor will be notified through CMS to complete their contract forms if the contract is being processed on line. This notification will appear in the Outlook in-box of the individual the contractor has designated as responsible for the development of the contract. The Award Letter sent to the awardee will identify the assigned Program Manager and include their phone number

and e-mail address. The Program Manager will contact the awardee to discuss the information and requirements outlined in the contract development instructions document in CMS, and provide information relating to the next steps in the contract process. The assigned Program Manager will also assist the award recipient in the development of a high quality approach based on “best practices” models, state of the art information and lessons learned from other projects. If the contract is being processed off-line, the Program Manager will contact the awardee by telephone or by email.

III. Development of the Contract

The Program Manager will work with the Contractor so that the information submitted and reviewed is in accordance with the program and funding guidelines.

The contract development tasks are grouped into the following four sections, as described below (Development of the Program Workplan; Development of the Proposed Budget, Development of the Performance Targets/Outcomes/Project Objectives, and Other Miscellaneous Contract Requirements).

1. Development of the Program Workplan

The program workplan must be consistent with the solicitation document or requirements provided by OCFS. Workplan information may vary depending on the funding source, amount of funding, type of program etc. If the contract is the result of a proposal submitted in response to a competitive procurement the program workplan that was included in the proposal may need to be revised to include more specific contract deliverables, and additional details to meet contract requirements. The Program Manager will review the workplan and inform the Contractor in writing if revisions or additional information is needed. If the award was made as a result of an OSC approved sole/single source exemption request, legislative initiative, or through another non-competitive process, the Program Manager will provide the Contractor with an outline of required information for inclusion in the program workplan. Examples of information that could be included in the program workplan follow:

Description of the Target Population(s): This description should include the target population and characteristics, strengths, problems and specific needs. The description does not need to be long or complex. However, it must be clear with an understanding of the particular needs or problems of the target population that the program seeks to address, and demonstrate the particular community need. If the program will serve more than one target population (for example: both children and caregivers, or children with separate defined needs), be sure to describe each sub-population.

Proposed Project Activities: The workplan should describe how it will provide specific program requirements with attention to how the contractor will provide outreach and collaboration with other service providers and referral sources, including government agencies. The workplan should include the core features or essential elements of the program, the kind(s) of services provided, how often they will be provided, the duration, and how and where they will be delivered. For new programs, a timeline with milestones for program start-up should be included.

Project Staff: The workplan should include staffing patterns, staff qualifications, and staff development and supervision, as applicable. Include how staff orientation and training will be provided; along with the supervision plan. Cultural sensitivity and appropriateness are critical. Indicate whether the staffing pattern is representative of the community to be served. State whether resumes must be submitted for contract approval.

Organizational Experience: This section should describe the history of the organization, and provide evidence that it has organizational capacity, and any required licenses to successfully manage the project. Attach an organizational chart that shows how this program fits into the organizations' goals and mission. Include any affiliations with other community groups.

2. Development of the Proposed Budget

The Contractor is required to submit a budget detailing how the funds awarded through the contract will be spent. The budget expenses should be itemized with narrative descriptions where applicable, and expenses should be consistent with the program workplan. For example, if the budget includes funds for training of staff, the workplan should include information regarding the training.

The proposed budget must be consistent with the solicitation document or requirements provided by OCFS. There may be many program/funding specific budget requirements. For example, in some programs the grant funds cannot be used for construction. Other programs have local match requirements. Some programs limit administrative expenses. Before the review of the budget, the Program Manager will become familiar with the program requirements for the use of the funds and will share this information with the Contractor. The budget, budget narrative and/or milestones of each contract will be reviewed for consistency and appropriateness.

The CMS on-line budget has functionality that will automatically calculate the budget figures, according to the formula for the type of budget selected.

3. Development of the Performance Targets/Outcomes/Project Objectives

In this section, the Contractor will include specific and measurable performance targets/outcomes/project objectives they seek to achieve through the implementation of the contract workplan. Outcomes are often broad and describe desired benefits or changes for the target population following their interaction with a program. Outcomes are more general than performance targets or deliverables, and do not require a numerical projection. Performance targets will be specific to the program. In some cases they will measure the level of activity such as the number served in a day care program or number of youth provided counseling. The measurement could also be the number of training sessions and the projected attendance level. Performance targets should provide a baseline statement (the projected status of the population without the intervention) on which the targets are based, and a description of the methods and information sources that will be used to verify target attainment. Performance targets/objectives should describe the activity, the frequency, and the number of participants. In some cases the performance targets will be outcome-related, for example the percentage of youth who will improve one grade level in reading. In performance-based contracting, the achievement of the outcome determines the success of the program.

In performance-based contracts, payment to contractors will be based on achievement of milestone goals/deliverables. However, contractors are still required to submit a budget and budget narrative. The budget and budget narrative will not be part of the contract, but must be submitted for review purposes. The budget for performance-based contracts will not be entered into the CMS budget section.

Program Managers will use the Outcome/Performance Target Form, which can be found in [Part II, Required Forms, of the Grant RFP Template](#), located in Chapter IV of this manual.

Once the contract documents are submitted by the Contractor, the Program Manager will review the program workplan, performance targets and budget for consistency and conformance with the program and funding requirements.

4. Other Miscellaneous Contract Requirements

In most cases the Contractor must submit several other forms, such as a Board of Directors Profile form and Non-Discrimination/Non-Sectarian Compliance form. These forms will be included in the CMS on-line contract as well as in an off line contract.

In addition to working with the proposed Contractor to complete required contract documents, the Program Manager will check the OCFS Fiscal Sanction List to determine if the contractor is on the list, and will assist with resolution of any outstanding issues that would delay the contract. OCFS will also check the Contractor's Charities registration status to be sure their filings are current. Contracts will not be signed by OCFS until a Contractor's filing status is up-to-date. For more information on Charities Registration status, please see Section I.D, Vendor Responsibility, of this manual.

Once the Contractor has completed the contract documents the draft contract will be submitted for review by the Program Manager. For on-line contracts this is done by completing the contract task in the contract developer's CMS in-Box, which will move it to the next step in the contract schedule. OCFS must receive original hard copy documents from Contractors completing off-line contracts.

IV. Contract Review by the Program Manager

At this stage in the development of the contract, the Program Manager will review the proposed contract and related documents submitted by the Contractor. The Program Manager review includes but is not limited to determining that:

- the budget includes necessary program expenses.
- the budget and program workplan are consistent with each other and with the procurement specifications.
- the outcomes in the proposed contract are related to the program.
- the performance targets are measurable, specific and attainable.
- the contract related documents, such as the Vendor Responsibility Questionnaire are complete.
- the Contractor is not on Fiscal Sanction list and is in compliance with the Charities Bureau.

The Program Manager will review all of the contract documents for consistency with the requirements listed in the previous paragraph, and contact the Contractor to obtain clarification or revision, as necessary. The CMS correspondence feature can be used, with on-line contracts, to contact the Contractor. Any correspondence sent through this feature automatically becomes part of the contract file, although not part of the contract itself.

Once the Program Manager completes the CMS In-Box program review task, the contract will be sent electronically to the next reviewers in the contract schedule, typically OCFS Contract Management, Budget Management and Legal Affairs staff. There may be other documents that will be required along with the contract documents, such as the Charities Bureau Registration or the Certificate of Incorporation. If additional documents are needed, the Contractor will be advised of the need by their Program Manager. These additional documents can be uploaded into on-line contracts and mailed for off-line contracts.

C. Prompt Contracting Timeframes

Article XI-B of the State Finance Law, known as the [Prompt Contracting Law](#), sets forth requirements for the timely completion of the contract process for both new and renewal contracts with not-for-profit organizations. Where the time frames set forth in the Prompt Contracting Law are not met, the State agency may be required to pay interest to the contractor.

Pursuant to the [Prompt Contracting Law](#) State agencies have 150 days after enactment of the appropriation to execute contracts that are 100% state funded and procured using an RFP. State agencies have 120 days to execute contracts that are 100% state funded but are not procured using an RFP. State agencies have 120 days from receipt of cash to execute contracts that contain federal funding regardless of procurement method (i.e. RFP or non-RFP). For contracts in excess of \$50,000 the Attorney General's Office has an additional 15 days to conduct its review and to approve or disapprove the proposed contract, after which OSC has an additional 15 days to conduct its review and to approve or disapprove the proposed contract. If a contract is approved after its start date, and a required payment date as specified in the contract payment and reporting schedule is missed, the State agency may be required to pay interest for the period between the required payment date and the OSC payment date.

For renewal contracts, the State agency must notify the Contractor at least 90 days before the end of the contract period of the State's intent to renew or terminate the contract at the end of the contract period. If the 90 day notification timeframe is not met and the Agency intends to terminate the contract, the contract is deemed to continue and shall remain in effect for 90 days after the Agency notifies the not-for-profit organization in writing and by mail. Where the intent is to renew the contract, under certain limited circumstances e.g. contract language changes, the State agency must submit the renewal contract to the Attorney General for review and approval. In most cases Attorney General approval will not be required and the State agency must submit the renewal contract to the Office of the State Comptroller no later than 60 days before the commencement date of the renewal contract. The Attorney General's Office has 15 days to conduct its review, after which OSC has an additional 15 days to conduct its review of the renewal contract. If a renewal is approved after its start date, and a required payment date as specified in the contract payment and reporting schedule is missed, the State agency may be required to pay interest for the period between the required payment date and the OSC payment date.

The Prompt Contracting Law provides the ability to start and stop the time frames associated with Prompt Contracting Law through the use of notification and suspension letters. The state agency must put all determinations or notifications in writing and immediately submit them to any directly affected NFP, to the Chairman of the Senate Finance Committee, to the Chairman of the Assembly Ways and Means Committee, and to OSC, where they will be included in the procurement record. To meet these requirements, state agencies must submit notification and suspension letters to OSC with the AC-340 and contract transaction

- All notification and suspension letters must be dated and include the contract number.
- Suspension letters must clearly document the circumstances for the suspension of time frames and specify the length of the suspension.
- The cumulative length of suspensions declared by a state agency when added together shall not exceed 4 ½ months in any fiscal year.
- If the state agency determines that the NFP is not negotiating in good faith, or that significant and substantive differences exist between the state agency and the NFP, the state agency may suspend the time frame indefinitely.

If the time frames for processing a contract have been met and the state agency is liable for interest due to a retroactive start date, the state agency and the NFP may mutually agree in writing to waive any interest owed to the NFP under provisions of State Finance Law, Article XI-B. However, a state agency may not require a waiver of interest as a prerequisite to the execution to a contract. A waiver of interest must be determined to be warranted by OSC. In order for a written agreement waiving interest to be determined warranted by OSC, such agreement must include:

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- A statement that the time frames found in Article XI-B of the State Finance Law were met, and that such agreement is null and void if the time frames required by Article XI-B of the State Finance Law were not met by the state agency;
 - documentation explaining the reasons for a retroactive contract start date; and
 - a signature of person authorized to sign a binding contract on behalf of the not-for-profit organization.

The state agency must immediately provide any waiver of interest agreement to OSC, DOB, and to the NFP. OSC will determine, using the above stated criteria, whether the waiver of interest is warranted no later than 20 days after the receipt of the written waiver of interest agreement and required documentation. In order for a waiver to be valid, OSC approval is required. OSC will consider the criteria above in making a determination.

Please note that the [Prompt Contracting Law](#) applies only to grant contracts with not-for-profit organizations.

D. Vendor Responsibility

Purpose

New York State Finance Law and other related mandates and guidelines require that the commitment of public dollars for State contracts be awarded to responsible vendors pursuant to a complete procurement process. The Office of the State Comptroller (OSC) has issued Bulletin Number G-221, which serves to remind State contracting Agencies of their legal obligations with respect to Vendor Responsibility and to provide procedures for meeting those obligations. .

OCFS is responsible to perform a thorough review/evaluation and to make a determination regarding the responsibility of a prospective or current contractor before a contract, renewal or amendment can be approved. Vendor Responsibility attests to the integrity of the contractor, evaluates its capacity to meet the terms of the agreement and serves to justify the award of public dollars. A responsibility determination is an important part of the procurement process. OCFS must provide reasonable assurances to OSC that the Agency process is thorough and takes reasonable measures to protect the State against unsuccessful contracts.

Applicability and Types of Procurements

Agency awareness and consideration of Vendor Responsibility in all its purchases and procurements is critical. As a result, the appropriate Vendor Responsibility Questionnaire Documents must be included for all contract transactions \$100,000 and over with for-profit and not-for-profit contractors. This includes contracts, sub-contracts, assignments, renewals, amendments, time extensions, and purchase orders where applicable. It is important to note that the contract funding level threshold considers the total projected multi-year value of the contract. Contracts with governmental entities are exempt from vendor responsibility documentation requirements.

Vendor Responsibility Determination Factors

The following factors are to be considered in making a responsibility determination:

- Integrity
- Past Performance
- Legal Capacity
- Financial and Organization Capacity

Additional information can be found in G-Bulletin G-221 at the Office of the State Comptroller's website www.osc.state.ny.us

Determining Vendor Responsibility

Contractor Responsibilities

Vendor Responsibility Questionnaire

OCFS is required to document Vendor Responsibility to OSC for all contracts, renewals and amendments.

To document Vendor Responsibility, vendors are strongly encouraged to file a Questionnaire on-line via the New York State VendRep System. This system has several benefits such as:

- The Questionnaire is valid for all State Agencies and only needs to be completed once every six (6) months, unless there is a change in the questionnaire responses.
- Ease of completion, filing, access to and submission of the vendor responsibility questionnaire. Efficiencies are multiplied for vendors who bid and contract with the State frequently or with multiple State agencies.
- Questionnaire updates are easily filed by changing only those responses that require a change from the previously saved questionnaire.
- The stored questionnaire responses information as – address, contacts, Federal ID - eliminates the need to re-enter data for each subsequent questionnaire submission.
- Reduction of costs associated with paper documents including copying, delivery and filing.
- Questionnaire information is secure and accessible online only to authorized vendor users. State agencies can only view certified and finalized questionnaires.
- VendRep questions prompts ensure that the correct forms are completed.
- The VendRep On-Line System has links to all definitions of the terms used in the Questionnaire.
- All bidders who are awarded funding will need to have another hard copy Questionnaire completed. However, if the Questionnaire was completed in the VendRep System, it will only need to be updated.

To enroll in and use the New York State VendRep System go directly to the VendRep System at http://www.osc.state.ny.us/vendrep/vendor_index.htm

Vendors opting to complete a paper questionnaire, can access the Questionnaire by clicking the following link: <http://www.ocfs.state.ny.us/main/forms/contracts/> The contractor must complete the Vendor Responsibility Questionnaire and submit it to the OCFS Program Manager as part of the contract, renewal or amendment document. For many of the questions on the questionnaire if an affirmative answer is provided, the contractor must also provide an explanation either within the questionnaire or as an attachment.

Vendors are also encouraged to have subcontractors that are substantially involved with the project to file the required Vendor Responsibility Questionnaire on line to provide for complete information. Subcontractors need to complete a Vendor Responsibility Questionnaire when the total projected value of their subcontract will be \$100,000 or greater during the term of the contract and the subcontractors' services were a material factor in the decision to award of the contract to the provider of services.

The contractor is responsible for maintaining Workers Compensation and disability insurance as well as filing a Charities Registration statement each year with the Bureau of Charities which is located with the Office of the Attorney General. To update or file your Charities Registration statement, go to: <http://www.charitiesnys.com/>.

The OCFS Program Office is responsible for reviewing the Vendor Responsibility Questionnaire, and verifying the information it contains. If there are any questions the Program Manager will contact the contractor. The Vendor Responsibility Questionnaire if completed in the VendRep System will also be reviewed by the State Comptroller when the signed contract, renewal or amendment is transmitted to the State Comptroller, as part of the Vendor Responsibility Determination process. If the Vendor Responsibility Questionnaire is not completed in the VendRep System, the hard copy of the signed and notarized questionnaire will be attached to the contract for review when it is sent to the Office of the State Comptroller for approval. Additional information regarding vendor responsibility may be obtained from the Office of the State Comptroller: http://www.osc.state.ny.us/vendrep/vendor_index.htm

II. CONTRACT DEVELOPMENT AND CLEARANCE

A. Internal OCFS Review

Once the draft contract, renewal or amendment has been developed by the responsible program division, it must be submitted to the appropriate organizational units within OCFS for review and approval. This process is generally referred to as “internal review”. After the necessary approvals from the Internal Reviewers, typically the OCFS Bureaus of Contract Management and Budget Management and the Division of Legal Affairs, have been obtained, the draft contract is sent to the prospective contractor for signature. The signed contract renewal or amendment is then signed by a designated person for OCFS and submitted to the New York State Department of Law (referred to hereafter as the Attorney General’s Office or “AG”) and to the Office of the State Comptroller (OSC) for review and approval. The process of obtaining approval from the AG and OSC is generally referred to as “external review”.

There is no legal obligation under the contract for the State or the contractor until both internal and external reviews have been completed and the document is approved by OSC. T-Contracts (\$50,000 and under), however, become effective upon OCFS signature and funding approval.

As a result of the comments or questions that arise during the OCFS internal review, the Program Manager may need to have the contractor make revisions to the program narrative and/or budget or to make other necessary changes. The Program Manager will wait until comments have been received from all internal reviewers before contacting the proposed contractor. In this way, the contractor can respond to one comprehensive set of comments.

If the contract is subject to the [Prompt Contracting Law](#) and the contractor does not respond to requests for revisions in a timely manner, the Program Manager will send a letter advising the contractor that OCFS has suspended the timeframes of the [Prompt Contracting Law](#) based on the contractor’s delay. Please note that information about the [Prompt Contracting Law](#) can be found in Section I.C, Prompt Contracting Timeframes, of this Manual.

Completion of Internal Review

Once the contract has completed the internal review process, the Program Manager will send the contract electronically through CMS to the contractor for signature. If the contract is being processed off line, the Program Manager will forward a hard copy of the contract for signature.

B. Contractor and OCFS Signature

As stated above, the contract is sent by the Program Manager electronically through CMS to the contractor for electronic signature. If the contract is being processed off line, the Program Manager will forward a copy of the contract for signature. If the proposed contractor does not sign the contract in a timely manner, the Program Manager will send a letter advising that OCFS will suspend the timeframes of the [Prompt Contracting Law](#) based on the contractor’s delay. See “Prompt Contracting Timeframes” located in Section I.C of this manual.

After receiving the CMS notice that the contract has been signed by the contractor, the Program Manager will review the signed document and move it to the next stage in the CMS schedule, along with required hard copy documents, if the contract is being processed off line, the Program Manager will forward a hard copy of the contract for OCFS signature with the required number of copies.

T-Contract Approval Processes

A contract does not require external approval if the value is \$50,000 or less for the contract period, and is considered fully approved once it is signed by OCFS.

C. External Clearance and Contract Execution

After a contract of more than \$50,000 is signed on behalf of OCFS it must be approved by the AG and OSC. All contracts over \$50,000 that are with an individual, must also be reviewed by the New York State Department of Civil Service prior to being sent to OSC for approval. The AG does not review renewals unless standard contract language appendices (such as Appendix A, A1 etc.) have been revised and are included in a renewal document.

Attorney General Review

The AG reviews contracts to determine whether they contain required State provisions (Appendix A), whether they are in an acceptable format, and whether any religious/sectarian issues exist.

Civil Service Review

Civil Service must review all contracts between the State and individuals to determine whether the contractor is a State employee. If an individual contractor is using his or her personal social security number as the Tax ID for the contract the contract requires Civil Service approval.

Office of the State Comptroller Review

OSC is charged with the responsibility to audit contracts that exceed \$50,000. OSC reviews the Procurement Record for documentation that supports the selection of the contractor, the reasonableness of the price, and that all statutory, regulatory and policy requirements have been met.

In performing the audit function, OSC looks toward maximizing competition as the means of obtaining the best possible price for the State. OSC reviews the entire procurement process to determine whether all prospective bidders have been given an opportunity to compete for State contracts. The OSC audit of a Request for Proposals (RFP) determines whether formal competition was sought where the law requires competition, and that a contract was awarded properly on the basis of lowest price, best value or highest evaluation score, to a responsible vendor.

For procurements made through an Invitation for Bids (IFB) OSC reviews the process to identify any restrictive specifications, examines the bidders list and makes inquiries about any possible lack of competition. Awards are based on lowest price bid by vendors meeting mandatory IFB requirements as contained in the IFB. When an agency awards a contract without competition on a sole or single source basis, OSC requires that the agency justify why the contract cannot be competitively bid, document and justify how the vendor was selected, and demonstrate the reasonableness of the price.

Receipt of Approved Contract

When OSC approves the contract, one copy is filed in OSC's files, and all other copies are returned to OCFS. The Program Manager forwards one copy to the contractor.

If the contract is being processed on-line through CMS, OCFS may send the contractor copies of only the signature page or may forward a copy of the entire contract. The contractor can print a hard copy of the contract from CMS if they only receive the signature page.

III. CONTRACT IMPLEMENTATION

A. Accounting Requirements

Contractors must:

- Maintain financial records for each contract in a manner consistent with generally accepted accounting practices.
- Have a record keeping system that maintains a separate identity for each contract.
- Maintain records of all funds received under the contract, including a description of the source and amounts.
- Maintain a list of all funds disbursed under the contract, including payee name and amount. Any payments made after the termination date of a contract or the ending date of a program year must be for expenditures incurred during the contract period. No reimbursement will be made for costs incurred prior to the start date of a contract term.
- Maintain accurate time records for all employees paid under the contract. Acceptable time records must note the period covered and have full signatures of both the employee and a supervisory official having firsthand knowledge of the activities performed by the employee. Timesheets for employees of nonprofit and governmental agencies whose salaries are charged to more than one program must reflect an after-the-fact distribution of the total hours worked by each employee by program and must account for the total activity for which each employee is compensated. The methodology of distribution must be documented and followed consistently. Budget estimates or other distribution percentages determined prior to the actual work being performed do not qualify as support for charges to these programs. Grantees operating federally funded programs will find additional information in Office of Management and Budget Circulars A-21 (Educational Institutions), A-87 (State, Local and Indian Tribal Governments) and A-122 (Nonprofit Organizations).
- Employees of not-for-profit and governmental agencies whose salaries are charged to more than one project must reflect the percentage of time the employee spends on the project and the salary must be allocated proportionately. The method of allocation must be documented.
- Records must adequately identify the use of funds for contract activities. Accounting records and other fiscal records must be supported by documentation including, but not limited to, cancelled checks, bank statements, credit card and debit card statements, invoices, a payroll register, time sheets, purchase and travel receipts, and show a clear “audit trail” for all funds received and disbursed. The contractor must retain records, including documentation for the contract period and up to seven years following the end of the contract period (see Appendix A-1, Section 4, General Terms and Conditions, Letter L of the approved contract). Records and documentation may be requested periodically from contractors in order to validate accuracy in claiming. Although not required, OCFS recommends that contractors retain records directly related to contract expenditures for a period of ten years after the end of the calendar year in which they were made, because the statute of limitations for the New York False Claims Act is ten years.
- State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program. be allocated proportionately and the method of allocation be documented. Some examples of common expenditures that are incurred as part of the regular operation of a program are; staff, utilities, rent, copy machine

usage, and postage. In order to prevent an audit disallowance, justification of each allocation must be maintained along with other records kept by the contractor.

- Maintain an accurate and complete inventory of equipment purchased with contract funds. (See Equipment Inventory Form on page 35).
- Duties such as bookkeeping, reconciling bank accounts and signing checks should each be performed by separate individuals to help prevent and find fraud. OCFS recommends that contractors retain records directly related to contract expenditures for a period of ten years after the end of the calendar year in which they were made, because the statute of limitations for the New York False Claims Act is ten years.
- Return all unexpended advance funds to OCFS within 90 days of the end of a program year, or as required by contract provisions.

B. Organizational Changes/Actions

Contractors must notify OCFS in writing of any significant organizational changes, especially any that might affect their provision of contract deliverables. If there is any change in the responses to questions on the Vendor Responsibility Questionnaire the contractor must notify their Program Manager. Such changes include, but are not limited to: mergers, acquisitions, legal actions and bankruptcies.

Additionally, in accordance with Section 138 of the State Finance Law, and OCFS' contract language, contractors may not assign their contracts without OCFS' prior written consent. Contract assignments are formal agreements whereby one organization assigns the rights and responsibilities for contract performance and payment to another organization that accepts those rights and responsibilities as outlined in the contract. Contract assignment agreements are signed and acknowledged by both organizations, signed by the OCFS, and must be approved by OSC.

Payment assignments redirect all or a designated portion of payments due under a contract from the contractor to another entity. The contractor continues to fulfill all responsibilities under the contract, but assigns their right to payment to another entity. These assignments are sent to OSC for approval before payment can be made to a new payee.

Written requests for such organizational changes/actions in the contract should be directed to the OCFS Program Manager.

C. Purchase of Equipment

Unless otherwise defined in the solicitation document, equipment is defined as any tangible personal property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. If the OCFS Program Manager determines that a series of small purchases taken together are related, and form one operational piece of equipment, the OCFS Program Manager reserves the right to classify the items as equipment. Contractors must obtain three written bids for any single item costing over \$5,000. Awards must be made to the lowest cost bid meeting the specifications, unless the contractor has obtained prior approval from OCFS to make an award based on an alternate basis. However, if the equipment item is purchased under a state centralized contract no bids are needed to be provided since the New York State Office of General Services has already negotiated the price for the item. As stated in the standard contract language, any equipment purchased with contract funds remains the property of OCFS. Accordingly, OCFS at its discretion may require the return of equipment at the end of the contract

under which it was purchased. Contractors must consult with the Program Manager concerning equipment which must be returned to OCFS. OCFS strongly encourages contractors to make purchases of equipment from NYS certified Minority and Women Business Enterprises (M/WBE's) wherever feasible*. In the event a contract is renewed, or the contractor is awarded a new contract for the following year, the contractor can keep, at OCFS' discretion, those equipment items that are necessary in the performance of the renewal or new contract. Additionally, it is OCFS' intention that equipment purchased with contract funds be used solely for work described in the contract. In cases where equipment is purchased during the contract term for use by more than one program, it must be cost allocated among the various programs. The allocated equipment must be listed in the equipment category of the OCFS contract, even if the cost charged to the OCFS contract is less than \$5,000. The rules for bids also apply to allocated equipment.

Contractors must maintain adequate records on all equipment purchases and account for such equipment in accordance with the OCFS Program Manager's requirements. This includes any equipment purchased by subcontractors utilizing state funds. Additionally, the OCFS Program Manager may request a periodic update of the equipment inventory and will require corresponding model and serial numbers. Equipment in the contractor's care is the contractor's responsibility, and adequate precautions should be taken to maintain the equipment in good repair and to prevent damage or theft. Contractors must carry adequate insurance to cover damage and losses. If any equipment is damaged or lost, it is the contractor's responsibility to inform the OCFS Program Manager as soon as possible.

* **Note:** For-profit organizations receive their certification as minority or woman-owned businesses from the New York State Empire State Development, Division of Minority and Women Business Development -- (518) 292-5250 or (212) 803-2414.

D. Printing

It is in the best interests of both the contractor and OCFS that printing services be obtained from the most economical and responsible source available. All contractors and subcontractors must make reasonable efforts to secure the lowest cost source for printing services. In instances where a printing job is \$5,000 or more, documentation of three (3) telephone bids is required showing that the lowest cost source, meeting the specifications, has been used. The contractor must maintain documentation that shows that the lowest cost source was selected. This procedure must be used whether the printing service is obtained through in-house sources or through an outside vendor. Regardless of whether the printing service is provided in-house or by vendor, documentation must include a brief description of the service provided, the date the service was performed, a list of all responding bidders, the price asked by each bidder, and a rationale for the selection or rejection for each bidder. If the lowest responsible bidder is not accepted, then a detailed justification for the acceptance of another bid must be maintained. OCFS strongly encourages contractors to obtain printing services through NYS certified M/WBE's wherever feasible. For more information on how to obtain printing services through a NYS Certified M/WBE, please visit <http://www.nylovesmwbe.ny.gov/>.

These requirements are not intended for use when obtaining photocopying services for normal non-contractual business activities.

E. Review and Crediting of Material

Contracts sometimes call for the development of printed materials, for example, brochures, pamphlets, or books. The OCFS Program Manager and other OCFS staff, in advance of anticipated use, must review the materials and provide a written response to the contractor.

Materials may not be used until OCFS has approved them in writing. Please contact your Program Manager to determine if this stipulation applies.

Although contractors are encouraged to copyright materials, the contract language usually specifies that OCFS retains the right to utilize such materials for its own purpose. Any publication that is created by a Contractor under a contract with the Office of Children and Family Services must acknowledge the support of the Office and the State of New York and, if funded with federal funds, the applicable federal funding agency. For example, a statement in the publication that “The publication of this pamphlet is supported by the New York State Office of Children and Family Services” must be included. Any publication must also state that “The opinions, results, findings and/or interpretation of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Office of Children and Family Services of the State of New York.

F. Petty Cash

To facilitate the payment of certain minimal charges that cannot be handled by check, contractors may establish a petty cash fund. This fund is simply an alternative disbursement mechanism whereby certain expenditures are made in cash. It is important to remember that expenses paid in this manner must be fully documented by receipts/invoices, and are subject to the same regulations and accounting practices as are expenditures paid by check.

The petty cash reimbursement must not exceed \$200.00 per claim and all disbursements made out of petty cash must be for approved budget items

For expenditures made with petty cash, a petty cash voucher must be completed and kept with the fund. The voucher can be pre-printed and, in all cases, must contain the following information:

- Amount
- Date
- Payee
- Purpose
- Approved by:
- Received by:

At least monthly, the petty cash fund should be reconciled and the fund replenished to its original beginning balance.

One person should be appointed custodian of the petty cash fund and be made solely responsible for the fund's safekeeping. The funds should be secured in either a locked box or safe.

G. Money Order

Money orders are substantially the same as cash and as a general rule; money orders should not be accepted as supporting documentation for contractor reimbursement. However, if the Program Manager and contractor determine, after discussing and considering other factors, that such an exception is appropriate, the money order may be reimbursed with appropriate documentation and justification.

The money order reimbursement must not exceed \$200.00 per claim and all disbursements made using money orders must be for approved budget items.

For each expenditure paid with a money order, the contractor must submit the following information with the claim:

- A copy of the completed money order and receipt
- Copy of the invoice for the exact amount that is clearly marked paid by recipient, or a letter from the recipient acknowledging receipt of payment;
- The payee name and amount on the money order and the payee name and amount on the invoice must match exactly

It is important to remember that expenses paid in this manner must be fully documented by receipts/invoices, and are subject to the same regulations and accounting practices as are expenditures paid by check.

H. Consultants/Subcontracts/Purchase of Service Agreements

A contractor is an organization, or individual, who has entered into a contract with OCFS that has been approved by OCFS and, as appropriate, the Office of the State Comptroller. A subcontractor is an institution, individual, or organization external to the contractor that has entered into an agreement with the contractor to provide any service outlined in, or associated with, the contract and whose services are to be funded under the contract budget. This includes consultant and purchase of service agreements. All such agreements are to be by bona fide written contract. If agreements include travel, related costs must be budgeted and reimbursed consistent with State rates. Current State rates are available at <http://www.osc.state.ny.us/agencies/travel/travel.htm>. Obtain three price quotes/bids on contractor's letterhead for construction/renovation work if the work exceeds \$15,000 per job, and a statement indicating which contractor has been selected. If other than the low bidder is selected, a statement must be submitted indicating why that vendor was selected.

Contractors must get prior written approval from OCFS for any agreement, or series of agreements, with a single subcontractor that exceeds \$15,000. during the contract term. The contractor must receive such approval prior to executing the subcontract agreement, implementing any activity under its term, or expending contract funds under its terms. Prior approval is also required for any cost or term amendment to approved subcontracts.

Contractors must submit draft subcontracts to the OCFS Program Manager for prior approval and the final signed copy must be received by OCFS before any reimbursements can be made. If there are any additional subcontracts or changes to subcontract agreements during the contract period, the agreements must be submitted to the OCFS Program Manager for approval.

Each subcontract, irrespective of its monetary value, must specify:

- Objectives that are clearly defined and measurable;
- The work to be performed by the subcontractor in accordance with the terms of the parent contract, including the details of all the tasks involved;
- The total number of hours or days of service provided;
- The rate and term of payment;

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- The dates of service within the legal term (period) of the prime contract;
 - That reimbursement to the subcontractor depends upon satisfactory completion of services.

Additional clauses to the subcontract language must state:

"(Insert name of subcontractor here) agrees that all work performed shall be in accordance with the terms of the contract between the New York State Office of Children and Family Services and the Contractor and that there shall be no contractual relationship between the Subcontractor and the Office of Children and Family Services."

"(Insert name of subcontractor here) represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations, 41 CFR, Part 60. The subcontractor also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, 28 CFR, Part 41 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations."

Additionally the subcontractor also agrees that any goal percentages contained in this contract are subject to the requirements of Article 15-A of the Executive Law of the New York State, including Section 316 thereof, and any rules or regulations adopted pursuant to it. Contractors will be expected to utilize the services of NYS certified MWBEs in their subcontracting activities (see Affirmative Action, section L). Contractors must also identify any subcontracts with MWBEs during the contract term. This information should be transmitted to the OCFS Program Manager in the cover letter accompanying the subcontract when it is submitted for approval.

Further, subcontractors shall comply with the Executive Law of the State of New York, Section 290-299 thereof, and any rules or regulations promulgated in accordance therewith.

All billings for reimbursement of expenses must be according to contractual and sub contractual terms, and be directly related to contract objectives.

Contractors will be expected to utilize the services of minority business enterprises and women-owned business enterprises in their subcontracting activities (see Affirmative Action, section L). Contractors must also identify any subcontracts with minority and women-owned business enterprises totaling \$15,000 or more during the contract term (period). This information should be transmitted to the OCFS contract manager in the cover letter accompanying the subcontract when it is submitted for prior approval.

I. Employee Versus Consultant

OCFS strongly suggests following the guidelines for the classification of employees and consultants. An employee, not a consultant, is covered by unemployment benefits and worker's compensation benefits. If a person is being paid as a consultant and later applies for unemployment or worker's compensation, a determination may be made that the person should have been paid as an employee and charges for these benefits would be made against the employer.

If a person is being paid as an employee, the same employer can't also pay him or her as a consultant for doing the same type of work. A review of each position will determine whether it

should be considered for employee status or consultant status. Some of the most important factors are:

- The type of service should be considered. If the services are ongoing, they would more likely fit into an employee type of position. If the services are one time or variable (e.g. once a month) they might be better treated as a consultant.
- The work schedule should be considered. If it is fixed and the person must be at work as required by the work schedule, then an employee status is justified. If it is not fixed and the person can perform the work as desired within the confines of the contract requirements, then they are a consultant.
- A consultant provides and pays for his or her own training, supplies, and staff.
- A consultant most often performs work for many different companies while an employee usually works for only one employer.

To find more information, consult the Internal Revenue Service website at <http://www.irs.gov/businesses/> . On the top left side of page in the “Search” field, enter: Employees vs. Independent Contractors

J. Project Staffing

Contractors must identify, in writing, the person(s) who will be responsible for directing the work to be done under the contract. Some of the information contractors may be required to provide includes name, title, annual project salary, percent of time on project and resume. **No change or substitution of such responsible person(s) will be made without prior written approval by OCFS, to the degree that such change is within the reasonable control of the contractor.**

It is OCFS’ policy to require all contractors to submit an Affirmative Action/Equal Employment Opportunity Policy Statement and Staffing Plan. If any staffing changes occur, the changes should be reported to the OCFS Program Manager. It is recommended that staffing patterns be as diversified as possible.

It is the policy of OCFS to encourage the employment of qualified applicants/recipients of public assistance by both public organizations and private enterprises that are under contractual agreement with OCFS for the provision of goods and services. Contractors will be expected to make best efforts in this area.

K. Conference Attendance

Attendance at staff development conferences, seminars or conventions may be allowable for contractor staff. Prior approval to attend conferences may be required per the contract. If it is required, a request must be submitted in advance to the OCFS Program Manager. All conference attendance must meet the following conditions:

- Attendance is necessary for the successful completion of project;
- Attendance does not interfere with staff’s ability to complete regular project activities;
- The contractor must maintain records that details how staff attendance benefited the project and how the information will be disseminated to other project staff; and
- The project budget must contain sufficient funds in the staff travel category.

L. Affirmative Action

OCFS fully supports the efforts of the State of New York to promote equal opportunity for all persons, to promote equality of economic opportunity for minority group members and women who own business enterprises, and to ensure, through active programs, that there are no barriers, that unreasonably impair access by NYS certified Minority and Women-Owned Business Enterprises (M/WBE) to State contracting opportunities.

Contractors entering into contracts in excess of \$100,000 for construction, and \$25,000 for all other services, and subcontractors entering into contracts in excess of \$25,000 for construction, agree that any goal percentages contained in the contract are subject to the requirements of Article 15-A of the Executive Law of the State of New York and regulations adopted pursuant to it. Additionally, the Contractor and any of its subcontractors shall be bound by the applicable provisions of Article 15-A of the Executive Law of the State of New York, including Section 316, and any rules or regulations adopted pursuant thereto. Further, the contractor and any of its subcontractors shall comply with the Executive Law of the State of New York, Sections 290-299, and any rules of regulations promulgated in accordance therewith. (See Appendix for "Summary of Article 15-A Requirements of the Executive Law of the State of New York").

In addition, contractors are also required to submit a description of how they propose to identify and utilize M/WBE's with whom they may subcontract or from whom they may obtain supplies (and or equipment, commodities, etc.) under their contract, as well as the dollar amount, if known, of any such subcontract or purchase. Contractors are also required to complete both the "Subcontracting Utilization Form" and the MWBE Subcontractors and Suppliers Letter of Intent to Participate for themselves and for the subcontractors or vendors they intend to utilize. These forms are found in the Appendix of this Manual.

For OCFS contracts the combined goal for subcontracting with and the purchase of supplies (equipment and/or commodities, etc.) from NYS certified Minority and Women-Owned businesses can be obtained from the OCFS Program Manager or the solicitation document (RFP or other competitive procurement) under which the contract was awarded. Definitions of Minority and Women-Owned Business Enterprises can also be found in Appendix 1. The directory of certified businesses, prepared by the New York State Empire State Development, Division of Minority and Women's Business Development, for use by contractors in complying with the provisions of Executive Law of the State of New York, Article 15-A, and the regulations required pursuant to said Law, is available for review on the Internet website <http://www.nylovesmwbe.ny.gov/>.

The New York Empire State Development Office can be contacted by phone at (518) 292-5250 or (212) 803-2414. For additional information call the OCFS Equal Opportunity and Diversity Development office at (518) 474-3715.

In order to assist contractors in their attempts to demonstrate effective affirmative action efforts, OCFS suggests that contractors consider any or all of the following steps:

1. Contact all known M/WBE's that may appropriately serve as a subcontractor(s) or a vendor(s) under the contract.
2. Keep a "contact" list of M/WBE's contacted along with the name of the contact and the result of the contact(s).
3. Use the M/WBE's contacted as a possible resource for additional contacts.

In the event the contractor does not obtain the desired results from steps 1-3 above, OCFS suggests that these additional steps be taken (and a contact record of the same):

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4. Contact area Minority Business Associations, Contractors Associations, Purchase Councils or Professional Organizations serving the area in which the contract will be performed.
 5. Contact the New York State Empire State Development, Division of Minority and Women Business Development for assistance. (518) 292-5250 or (212) 803-2414
 6. Contact the OCFS' Office of Equal Opportunity and Diversity Development (EODD) at (518) 474-3715 in Rensselaer.
 7. Contact area community-based organizations that serve the minority community and local elected, appointed, religious or other acknowledged leaders who also may serve as resources.

The above-noted provisions are set forth to aid contractors who may require assistance in their attempt to comply with OCFS' affirmative action initiatives. However, contractors are at liberty to propose a course of action of their own that is reasonable and accomplishes the aim of the above provisions.

In addition, **all** (not-for-profit, for-profit, governmental and educational) contractors are responsible for:

- Complying with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations, 41 CFR, Part 60. Contractors also agree to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.
- Complying with the Rehabilitation Act of 1973, Section 504, as amended, which requires the State and its contractors to make programs and activities available to persons with disabilities on an equal basis.
- Designating an executive-level individual to develop and implement an affirmative action plan acceptable to OCFS.

In addition, Contractors entering into contracts in excess of \$100,000 for construction, and \$25,000 for all other services, and subcontractors entering into contracts in excess of \$25,000 for construction, are responsible for:

- Adhering to an OCFS' approved Staffing Plan as set forth in the contract and advising OCFS immediately of any anticipated changes to the Staffing Plan. Contractors will submit a copy of the current Staffing Plan, along with an explanation of the changes (if any) from the approved Plan, in their contractually mandated reports. (A copy of the Staffing Plan form and related definitions are included in Appendix 1.)
- Indicating their progress in achieving the goals for the utilization of NYS certified MBE's and WBE's for contract related procurement of goods from vendors and subcontracting activities (as specified in the contract) in their contractually mandated reports. Progress to date should be stated in terms of percentages and dollar amounts attributed to MBE's and/or WBE's for the contract period in question, as well

as a narrative detailing how the affirmative action plan submitted with the bid was implemented.

- Making their best efforts to employ on the contract, where possible, recipients of public assistance and care, as that term is defined in Section 2.18 of the Social Service Law of New York State.

M. Fiscal Sanctions

Policy

OCFS will initiate a Fiscal Sanction against a contractor when they have not responded to requests to repay or resolve balances due to OCFS. OCFS maintains a listing of agencies against which Fiscal Sanctions have been established. When a Fiscal Sanction is in place, the contractor in question will receive no payments from OCFS, nor will OCFS enter into any new contracts, contract renewals or amendments with the contractor until the reason for the fiscal sanction is resolved.

A Fiscal Sanction is imposed against a contractor for any of the following reasons:

- Failure to repay or account for an unused contract advance within the number of days after the end of the contract, as specified by the contract.
- Submission of improper claims.
- Failure to respond to a contract closeout letter where OCFS is due money.
- A preliminary, draft or final audit performed by an independent auditor; Federal, State or local municipality audit; or the OCFS office of Audit and Quality Control (AQC) reveals fiscal irregularities.
- When information provided by a local State or Federal prosecutorial or investigative entity identifies possible criminal activity or fiscal or programmatic irregularities.
- When a program monitoring visit indicates that the requirements of a contract/agreement are not being met; when a contractor is not in compliance with established OCFS, State and/or Federal statutes, regulations, guidelines, policies and/or procedures; or when unsafe physical conditions exist at a funded program site.

Contractors are removed from the Fiscal Sanction List as soon as the identified issues that caused the placement on the List have been resolved.

N. Sale of Materials

In some circumstances OCFS may permit the sale of materials. Contact the OCFS Program Manager regarding the sale of materials.

Any income (after expenses) derived from a project must be credited to the original funding source(s). Generally OCFS will allow contractors to make and sell copies of materials, **at cost ONLY**. **A contractor may not sell materials to produce a profit.** The contractor costs associated with printing/copying, postage, and staff may be included in the sale price of the

material, provided they are not already being paid for by OCFS. Contractors must keep complete record of sales and associated costs.

O. Independent Annual Audits

Policy

The Office of Children and Family Services:

- Encourages all contractors to include an assessment of the contractor's compliance with OCFS' policies in their annual audit, performed by independent auditors and compliant with generally accepted audit standards.
- Requires that a copy of all audits performed by independent auditors be sent to your OCFS Program Manager, if requested.
- Requires contractors to provide copies of audits performed in accordance with Federal requirements (i.e. OMB Circular A-133 audits)
<http://www.whitehouse.gov/omb/circulars/a133/a133.html> Questions should be directed to the Contractor's accountant.

Although performance of annual independent audits is encouraged and in cases required, related costs may not be reimbursable. If there is a question regarding the cost being allowed under the contract, please contact the OCFS Program Manager.

P. Expectation of Insurance Coverage

The contractor and subcontractors shall obtain and maintain in effect a general policy of liability, workers compensation and disability insurance of an appropriate amount.

Contractors that are self insured for workers compensation and disability must document that they have coverage.

IV. CONTRACT PAYMENTS

A. Prompt Payment Legislation Procedures

New York State's "prompt payment" law requires the State to pay its vendors and contractors within thirty (30) days of receipt of a proper claim submitted in such form and supported by such other substantiating documentation as required by OCFS or the Office of the State Comptroller. Not-for-profit and for-profit organizations are eligible for interest on overdue payments. OCFS Contract Manager is available to provide assistance with claim preparation questions. The following are the OCFS procedures pursuant to this law:

1. Contractors must submit claim to their Designated Payment Office (DPO) at OCFS. The prompt payment timeframe will begin only when the DPO receives a completed claim in an acceptable format. The address of the DPO is identified in the payment schedule in Appendix C of the contract with OCFS.

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2. It is important that the claim submitted by contractors be accurate and properly prepared in accordance with this manual, because the "prompt payment" timeframe does not permit OCFS to make major revisions or corrections to a claim. An accurate and properly prepared claim (1) provides accurate expenses/prices, quantities and descriptions of goods/services delivered, (2) protects that the costs submitted are consistent with the approved budget, latest amendment, or budget modification. (3) is in a "form" format and contains supporting documentation as OCFS and the Office of the State Comptroller (OSC) may reasonably require, and (4) is signed by an individual authorized to sign on behalf of the contractor.
 3. OCFS may reject claims for payment if issues exist regarding defects in the delivered goods, property or services or defects in the claims, such as:
 - Lack of an original signature
 - Lack of required information
 - The Financial Claim Report lacked an original signature
 - The Financial Claim Report was not consistent with the current approved budget, latest amendment or budget modification

OCFS may also reject the claim for:

- Suspected improprieties of any kind
- Non-compliance with contractual requirements, for example – late or unacceptable mandated reports, or inadequate deliverables

OCFS must notify the contractor of such rejections within 15 days of receipt of the claim consistent with "Prompt Payment" requirements. The issues must be resolved before claims can be accepted for payment under the prompt payment timeframes.

B. Claiming and Reimbursement

While contract budgets are based on estimated costs, claims must be based on actual expenditures clearly in support of activities set forth in the contract, and must be in sufficient detail to clearly identify items of expenditure. Contractors are liable to audit by the Office of the State Comptroller, OCFS and, if applicable, the U.S. Department of Health and Human Services and other federal agencies, or the authorized representatives of any of these agencies. The procedures outlined in this section are designed not only to support reimbursement, but also to help provide audit trails of contractor claims.

Contractors must bill according to the payment schedule indicated in Appendix C. Depending on the contract language, a percentage of the contract amount may be withheld by OCFS until the contractor submits an approved final report documenting full compliance with the terms of the contract, and disposes of equipment according to OCFS instructions. Failure to meet the terms of the contract or to submit required reports, including quarterly reports, will prevent voucher processing and payment. Final Reports and vouchers, unless otherwise required by the contract, must be submitted within 30 days following contract or period termination. Claims or adjustments submitted by the contractor more than 30 days (or as required by the contract), after the termination date of the contract may not be accepted or paid. Final claims must be identified as "final". For contracts funded under Federal or State appropriations, no claims can be paid if the appropriations lapse; therefore, timely voucher submission is important.

How Is A Claim Submitted For Reimbursement?

Within 30 days of the end of each contract month/quarter and within 30 days following the end of the contract term or period, or as otherwise required by the contract, the contractor must submit a voucher/invoice for reimbursement of expenses.

Note: CLAIMS MAY BE REJECTED IF REQUIRED INFORMATION IS MISSING.

1. The NYS Standard Voucher (AC-92 Rev6/94)

This form, which must contain an original signature of the individual authorized by the Contractor, is the standard voucher used by New York State to process payments.

<http://www.osc.state.ny.us/agencies/ac92standvou.pdf>

2. The Financial Claim Report

This form is generally used to make sure that expenditures are in conformance with the latest approved budget in the executed contract. In addition, it contains a certification attesting to the appropriateness of the expenditures represented by the Financial Claim Report, which must be signed by an individual authorized by the Contractor. An original of this signature is required. Claim submissions lacking an original signature will be rejected. The OCFS Program Manager will advise the contractor if this form is required under the contract.

3. Project Report

The report describes the progress towards achieving the project objectives as shown in the approved contract, as well as describing the activities that took place. If an objective was not met or only partially met, explain the reason and what the plans are to resolve any obstacles.

4. Documentation

Payments can be processed based on the submission of the completed NYS Standard Voucher, Financial Claim Report, and Program report, if required by the OCFS Program Manager. However, for some programs, contractors must include acceptable financial documentation to support all expenses being claimed for reimbursement. The OCFS Program Manager will advise the contractor if this is applicable to the contract.

- **What Expenses Can Be Claimed?**

Expenses must be in conformance with the approved budget of the executed contract, latest approved amendment or budget modification, as applicable.

- **Where Are Claims Sent For Reimbursement**

The complete package should be mailed to the Designated Payment Office identified in the payment schedule (Appendix A-2) of the contract.

- **When Will Payments Be Received?**

- **Advance Payment**

Not-for-Profit contractors may be eligible to receive an advance payment. Details on advance payments can be found in the payment schedule section of Appendix C of an approved contract with OCFS. OCFS reserves the right to deny requests for additional and/or re-issuance of advance payments if, in its judgment, there is either insufficient time or insufficient deliverables remaining to allow the contractor to repay the advance in accordance with terms identified in the payment schedule located in Appendix A-2.

In order to receive an advance payment, a contractor must submit a voucher with an original signature. The advance voucher may be paid within 30 days after the execution

of the contract or receipt of the voucher, whichever is later. The advance payment is part of the total contract and is NOT additional funding. The advance payment must be “paid back” to OCFS through the submission of acceptable claims for allowable expenses under your contract. **See examples of advance payment and recoupment, including how the advance is paid back, on the following pages.**

Should the project fail to operate as outlined in the approved contract workplan, the advance payment may not be justified. Any advance payment, or portion thereof, that cannot be applied to claims made against the approved contract budget must be repaid to OCFS. OCFS reserves the right to modify the payment schedule, including the advance repayment schedule, if it is deemed appropriate by OCFS.

➤ Subsequent Payments

Subsequent payments will be based on the submission of acceptable claims for allowable expenses. Properly prepared claims consisting of a NYS Standard Voucher, a Financial Claim Report, Project Report and supporting documentation, as required by the OCFS Program Manager, will be processed by OCFS and sent to the Office of the State Comptroller for payment. Within 30 calendar days of receipt of the claim by OCFS, the voucher will be paid if all components of the claim are complete and acceptable. If there are any problems with the reports, voucher or supporting documentation, the contractor will be notified within 15 days. These payments will be reduced by an amount stipulated by the contract to enable OCFS to recoup the amount of the advance (*only if one has been issued*) before the end of the term or period of the contract. While budgets may be based on estimated cost, claims must be based on actual expenditures clearly in support of the workplan and must be in sufficient detail to identify the items of expenditures.

Advance Payment and Recoupment Examples

Example number #1 - assumes monthly vouchering with a 25% advance recouped in equal installments over the first 10 months of the contract.

Example 1				
XYZ CENTER, INC.				
Contract Amount:	\$185,000	Contract Term:	1/1/02-12/31/02	
Claim Due Date	Claim Period	Acceptable Claim Amount	Advance Repaid	Check Amount
	Advance (25%)	\$46,250		\$46,250
02/15/02	Expenses 01/1/02-01/31/02	16,000	\$4,625.	11,375
03/15/02	Expenses 02/1/02-02/28/02	15,250	4,625	10,625
04/15/02	Expenses 03/1/02-03/31/02	15,500	4,625	10,875
05/15/02	Expenses 04/1/02-04/30/02	18,500	4,625	13,875
06/15/02	Expenses 05/1/02-05/31/02	16,250	4,625	11,625
07/15/02	Expenses 06/1/02-06/30/02	14,300	4,625	9,675
08/15/02	Expenses 07/1/02-07/31/02	14,500	4,625	9,875
09/15/02	Expenses 08/1/02-08/31/02	15,000	4,625	10,375
10/15/02	Expenses 09/1/02-09/30/02	16,250	4,625	11,625
11/15/02	Expenses 10/1/02-10/31/02	15,150	4,625	10,525
12/15/02	Expenses 11/1/02-11/30/02	14,000		14,000
01/15/03	Expenses 12/1/02-12/31/02	14,300		14,300
		Total	\$46,250	\$185,000

Example number 2 - assumes quarterly vouchering with a 40% advance recouped in equal installments over the first three quarters of the contract.

Example 2				
XYZ CENTER, INC.				
Contract Amount: \$52,000		Contract Term: 1/1/02-12/31/02		
Claim Due Date	Claim Period	Acceptable Claim Amount	Advance Repaid	Check Amount
	Advance (40%)	\$20,800		\$20,800
04/15/02	Expenses 01/1/02-03/31/02	15,050	6,933.	8,117
07/15/02	Expenses 04/1/02-06/28/02	13,283	6,933	6,350
10/15/02	Expenses 07/1/02-09/31/02	12,035	6,934	5,101
01/15/03	Expenses 04/1/02-04/30/02	11,632	0	11,632
		Total	\$20,800	\$52,000

Completing the NYS Standard Voucher (AC-92)

When submitting claims the contractor must complete a New York State Standard Voucher (AC-92).

Here is the direct link to form AC-92:

<http://www.osc.state.ny.us/agencies/ac92standvou.pdf>

Please note: Completion of item 2, P-Contract, is not applicable.

- **Things To Consider When Preparing A Standard Voucher?**

- 1. Salaries - Personnel & Fringe Benefits**

Personnel and fringe benefit costs must agree with the approved contract budget. Any changes in personnel (including filling vacant positions), annual salaries, job titles, or percentage of effort on project, are considered budget modifications and may require approval of OCFS before claims can be paid. See “Budget Modifications”, Section V. A. for more information on this subject.

- 2. Consultants**

Travel costs for consultants must be charged in this category and be in accordance with OSC Travel policies and rates (see travel costs). The cost for subcontract agreements must be included in this category. See Section I-F and I-G of this manual for further information on consultant and subcontract agreements.

Contractors will be expected to utilize the services of NYS certified Minority Business Enterprises and Women-owned Business Enterprises for the procurement of goods from vendors, where possible. (See Affirmative Action, Section L) In addition, contractors who are eligible to receive a NYS Sales Tax exemption are expected to use the exemption for all purchases.

Copies of consultant agreements must be submitted (if required) or be on file prior to reimbursement of expenses.

- 3. Travel**

OCFS will base its travel reimbursements on the policies and latest approved rates set forth by the New York State Office of the State Comptroller (OSC). You may locate information regarding the latest OSC policies and rates by going to:

<http://www.osc.state.ny.us/agencies/travel/travel.htm>

- 4. Equipment**

Unless otherwise defined in the governing solicitation document (RFP or other procurement document), equipment is defined as any tangible personal property having a useful life of two years or more and an acquisition cost of \$5,000 or more per unit. If the OCFS Program Manager determines that a series of small purchases taken together are related, and form one operational piece of equipment, OCFS reserves the right to classify the items as equipment. The OCFS Program Manager may require a fully completed Contract Equipment Inventory Form for all purchased items. If this is the case, when claiming reimbursement for purchased equipment, a Contract Equipment Inventory Form must be attached to the voucher or the expenditure(s) will be disallowed. This form must specify a contact person at the contractor site who could provide additional detail on the equipment if requested. A copy of the “Contract Equipment Inventory Form” is inserted on Page 36, following this section.

- 5. Supplies/Consumable Costs**

Supplies are those items consumed during the term of the contract that do not meet the definition of equipment. Supplies must be categorized as either program or office supplies.

6. Other

Other expenses are those that are not appropriate for inclusion in other categories. These items are typically: telephone and communication; postage, shipping, delivery and messenger services; insurance, service, maintenance, and repair costs for equipment; reprint permissions, reproduction, photocopying, and printing costs; audio-visual and print production costs, materials development costs; temporary help; advertising costs for recruiting new hires; books, journals, and periodicals; computer time; library services; audio-visual services; data input/collection services; facility rental; off-site rental; and training space rental.

Please see **“Printing”, Section III. D. on Page 19** for claiming requirements for printing services. For printing jobs of \$5,000 or more, the contractor must maintain documentation that shows that the lowest cost source has been used.

7. Indirect Costs

Indirect costs can be included in the contract only if the contractor has a federally approved indirect cost rate. If your agency does not have a federally approved indirect cost rate, you must direct charge these costs in the appropriate budget category. All costs included in the direct cost categories must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program be charged proportionately to the applicable funding sources or programs,, and the method of allocation must be documented.

Check with your Program Manager or the RFP or other procurement document that the contract was awarded from for any maximum allowable percentage rate

8. Excluded Costs

The following items are not eligible for reimbursement regardless of their relationship to project activities: advertising costs (except for recruitment of personnel or procurement of scarce items, or outreach/education if that is the purpose of the project); capital expenditures for improvement or acquisition of facilities (minor renovations may be allowable -- check the governing procurement document); entertainment costs, including social activities or the cost of alcoholic beverages; interest costs, including costs incurred to borrow funds; costs of organized fund raising; costs for attendance at conferences or meetings of professional organizations, or workshops, seminars, or other activities, other than those the contractor has agreed to provide under the contract, unless attendance is necessary in connection with the project and has been pre-approved by the OCFS Program Manager; costs for preparation of continuation agreements; other proposal development costs; costs related to Independent Annual Audits, unless otherwise allowable under the contract.

CONTRACT EQUIPMENT INVENTORY FORM

Contractor: _____ **Contract #:** _____ **Project:** _____

**Name of Person
Completing Form:** _____

Phone: _____ **Date:** _____

**Contact Person
(on-site):** _____

Phone: _____ **Date:** _____

Item e.g. Computer, Film Proj., Camera	Manufacturer or Brand e.g. IBM, Kodak, Canon	Model e.g. Aptiva, Carousel, Elan	Serial Number	Quantity	Purchase Price Per Unit	Date of Purchase

Completing The Financial Claim Report

Generally the Financial Claim Report requires completion of information that summarizes expenses paid for a specific reporting period by expense category and allows the contractor to monitor expenses throughout the contract term. Financial Claim Reports may vary from program to program. (See the **sample Financial Claim Report on page 39**). Any advance issued to the contractor is an advance against future expenses and is **not** itself an expense. The advance should **not** be included in this report.

- **Heading**

Contractor Name: the organization's legally incorporated name as it appears on the contract.

Contract Number: The six (6) digit "C number" or five (5) character "T number" stamped at the top of the copy of the executed contract document.

Period Covered by Voucher: The time period during which the reimbursable expenses occurred.. This period should be the same as indicated on the Project Report and on the NYS Standard Voucher (Box 6, where "Expenses paid from MONTH/DAY/YEAR to MONTH/DAY/YEAR" are entered).

- **Columns**

Column A: "**Total Approved Project Budget**" - (The latest approved budget as contained in the original or amended contract) Copy the budget from the OCFS funded column of the approved contract. This column will remain constant for the duration of the contract term unless formally amended, in which case Column A should reflect the most recently approved budget modification.

Column B: "**Cumulative Expenditures as of Preceding Period**" – (Cumulative expenses shown in last report) Please enter zeroes in this column for the initial reporting period, since any expenses have not yet been reported. For subsequent periods, this column represents the figures in Column D, Cumulative Expenses to Date, of the previous reporting period.

Column C: "**Expenditures this Period**" – (Expenses claimed in voucher accompanying this report) This column represents expenses paid for the reporting period indicated in the heading and the voucher for which adequate documentation has been attached. Fill in the total expenses for each line in the budget.

Column D: "**Cumulative Expenditures**" – (Cumulative expenses to date) Complete this column by adding Column B, Expenses Claimed in Voucher Accompanying This Report to Column C, Cumulative Expenses Shown in Last Report for each budget line.

Column E: "**Allocation Balance**" – (Balance of moneys available) This column is determined by subtracting Column D, Cumulative Expenses to Date from Column A, Approved Budget as contained in the contract for each budget line. This column indicates the remaining funds available to be spent for each budget line. Refer to section III of this manual for more information on Budget Modifications.

-
- **Totals**
Add each of the budget lines in Columns A through E and enter the personnel and non-personal services subtotals, and totals for each column on line 12, Project Total.
 - The Financial Claim Report must be signed by an individual authorized by the Contractor. An original signature is required.

Financial Claim Report

Contractor Name:	Project Title:			Period Covered by Voucher	
			Contract No.		
OBJECT OF EXPENSE	A. TOTAL APPROVED PROJECT BUDGET	B. CUMULATIVE EXPENDITURES AS OF PRECEDING MONTH	C. EXPENDITURES THIS MONTH	D. CUMULATIVE EXPENDITURES	E. ALLOCATION BALANCE
A. PERSONNEL					
1. Salaries					
2. Hourly Wages					
3. Fringe Benefits					
4. Total (Lines 1, 2 &3)					
B. NON- PERSONAL SERVICES					
5. Consultants					
6. Travel					
7. Equipment					
8. Supplies					
9. Contractual					
10. Other Expenses					
11. Total 5 to 10					
12. Project Total					
			CERTIFICATION		
<p>This undersigned certifies that the expenditures as shown above are proper and necessary and have been made for the Project identified above and supporting roles or abstracts, vouchers and other documents which are deemed a part hereof are just, true and correct and have been duly authorized; that all expenditures have been made in accordance with the approved project proposal; that the expenses for the period have not previously been claimed; Records are available in the files to support these costs.</p>					
Signature:					
_____		_____		_____	
(Authorized Signatory)		(Title)		(Date)	

On-Line Claiming Through the Contract Management System (CMS)

Instructions for this can be found in the CMS User Manual, Chapter 7: "Processing Expenditures and Advances". CMS can be accessed from the website located in the Introduction Section of this manual. <http://www.ocfs.state.ny.us/main/bcm/CMSContractorManual.pdf>

C. Resubmission

Contractors will receive a rejection/adjustment notice for any voucher that is rejected or adjusted to exclude payment for specific items. To reclaim costs for adjusted/rejected vouchers, contractors must resolve the issue(s) that resulted in the adjustment/rejection and resubmit only those excluded items on a separate voucher with a copy of the adjustment/rejection notice attached. A new voucher, with original signature, is required. A photocopy of the original adjusted/rejected voucher is not acceptable.

D. Electronic Payments

The Governor's Office of Taxpayer Accountability has issued a directive that State Agency and Authority contracts, grants and purchase orders executed after February 28, 2010 require vendors, contractors and grantees to accept electronic payment (epay).

Electronic Payment replaces payment by check with electronic transfer of funds directly to the payee organization's bank account. There is no deposit to prepare, no more mail delays, lost checks or time-consuming check handling. Funds are available to the payee immediately.

Please note that the contractor payee name and address provided to OSC for the epay program must match exactly the contractor name and address contained in the contractor's contract with the New York State Office of Children and Family Services. If these do not match, a check is printed and mailed to the payee.

For further information including how to apply, please refer to:
<http://www.osc.state.ny.us/epay/index.htm>

V. CONTRACT CHANGES

This Section will address the four types of contract changes:

- A) Budget Modification (OCFS approval required);
- B) Formal Legal Amendment;
- C) Programmatic Changes (may or may not require a change included in the formal contract);
- D) Changes to the Contractor Address, Signatory and Contact Person

A. Budget Modifications

“Budget Modification” is defined as a process that allows an organization to adjust or change its original approved budget to coincide with the organization’s changing needs during the term of the agreement with OCFS. Contractors should review Appendices A-2 and C of their approved contract to determine if a Budget Modification is required. All Budget Modifications require prior approval from your Office of Children and Family Services’ (OCFS) Program Manager. In addition budget modifications over 10% of any expense category must be approved by the Office of the State Comptroller. Until the requested Budget Modification has been approved, Contractors should not spend over the amount in budget categories in the original approved budget.

Note: A budget modification does not increase or decrease the total of the approved contract amount.

TYPES OF BUDGET MODIFICATIONS

Type	Description
Budget Modification (10% and under) One CMS interactive document 20-day CMS schedule	May be requested when there is a need to increase or decrease a budget category totaling 10 percent of the category or less . Requires prior OCFS notification, review, and approval.
Budget Modification Amendment (over 10%) Two CMS interactive documents 35-day CMS schedule	Requested when there is a need to increase or decrease a budget category by over 10 percent of the category . Requires prior OCFS notification and review and approval by both OCFS and OSC.

Instructions for a Budget Modification (10% and under) – this action requires approval by OCFS.

1. Budget Modifications require prior approval. Contact your OCFS Program Manager to request authorization for your anticipated budget modification.
2. Refer to the CMS User Manual (available on the CMS Home Page), Chapter 8, “Logging a Budget Modification Request”, which provides detailed system instructions.
3. After receiving authorization, you can go log the budget modification into CMS.

-
4. Type a brief justification narrative for each category being modified in the box provided.
 5. Enter amounts in the Decrease and Increase columns to match your request.
 6. Upload a narrative document (Microsoft WORD or Acrobat .pdf) which provides a detailed breakdown and justification for your request. Your Program Manager may provide a form for this purpose.
 7. Press the CMS Process Button to send the budget modification request to your Program Manager's CMS In-Box.
 8. The Program Manager will review your request. If it is acceptable, it will continue to be processed.
 9. The Program Manager will notify you of OCFS' approval or rejection of your budget modification request.
 10. If your request is rejected, your Program Manager will inform you of the reason(s). If appropriate, the request may be resubmitted with revised or additional information by logging into the CMS and entering a new budget modification.

Instructions for a Budget Modification Amendment (Over 10%) – this action requires CMS electronic signatures by the Agency and approval by OCFS and OSC. – ian to check bud mod language 3-4-11

1. Budget Modification Amendments require prior approval. Contact your OCFS Program Manager to request authorization for your anticipated Amendment.
2. After authorization is given, a CMS E-Mail Notification will be sent to your program's contract developer (Conuser) alerting them that the forms for completing the Amendment are accessible in their CMS In-Box.
3. The Conuser will log into CMS and click on the task AMEND hyperlink associated with the Amendment.
4. Complete the CMS interactive document, "Budget Modification Request" (see attached sample), by entering the Contractor Name, OCFS Program Manager, the Contract Number, and the Contract Period. Complete the Approved Budget Amount and Local Share Matching Amount columns from your current approved budget. Enter amounts left to be expended in the Balance column. Enter Amendment amounts in the Decrease(-) Increase(+) column. Provide a brief narrative in the Justification Explanation of Change column. Click on the Submit Button to save your entries.
5. Complete the CMS interactive document, "Appendix B Budget" (see attached sample), by entering the total dollar amounts from your current approved budget for each category. In the narrative sections, type "See original budget for narrative." If a match is required, the Conuser will also need to complete the Local Share/Match Breakdown page. Click on the Submit Button to save your entries.
6. Enter the amounts of your budgetary change(s) (**a decrease must be preceded by a –**) in the categories for which a modification is being requested. Changes in the Fringe Category need to be added or deducted directly from the Fringe Benefits Total row on the A-1 Summary of Personnel Costs page. A detailed description of each budgetary change is required in the applicable narrative sections.
7. Review the Budget Summary page for accuracy. This is a read-only page that has been prefilled and calculated by CMS reflecting the amounts entered for all categories.
8. When the two interactive Amendment documents are completed and ready for submission, scroll down to the bottom of the screen in CMS. Click on Complete to forward the forms to your Program Manager for review.
9. The Program Manager will review and continue to process your Amendment for approval. If corrections/updates are required, the Amendment will be returned to the Conuser's CMS In-Box and a CMS E-Mail Notification will be sent. If no changes are required, the

Amendment will be sent to the agency's signatory's (Consig) In-Box for electronic signature. The signatory will receive a CMS E-Mail Notification.

10. Allow 45 days for the review and approval process. When the Amendment is approved, your Program Manager will notify you.

IMPORTANT INFORMATION

- Develop the original contract budget based on anticipated expenditures in order to avoid the need to request a Budget Modification.
- Monitor expenditures against the approved contract budget in order to identify the potential need for a Budget Modification as early as possible.
- Receipt of a voucher by OCFS that includes an expenditure that exceeds 10 percent of an approved budget category will result in non-payment of the amount that exceeds 10 percent or rejection of the voucher.
- Notify your OCFS Program Manager prior to the movement of funds between categories regardless of the amount being moved. Notification must be done at least 30 days prior to the actual expenditure. Assistance will be provided to determine whether the expenditure is allowable under the terms of your contract. Your Program Manager will inform you if a Budget Modification is necessary.
- Budget Modifications require prior approval. A detailed breakdown and justification is required for all Budget Modifications.
- Budget Modifications submitted within 90 days of the end of the contract period are considered a late submission and may be rejected for that reason. Budget Modifications may not be used for expenditures related to a subsequent contract period; for example, the purchase of extra program or office supplies specifically for use during the next year is not permitted.

B. Formal Legal Amendment

The purpose of this section is to provide a brief overview of the contract amendment process. Contact the OCFS Program Manager for specifics relating to the contract.

A contract consists of a term and may include periods within the term. A contract term is defined as the total length (i.e. 3 or 5 years) of the contract. A contract period consists of a portion of time (usually one year) within a contract term.

There are four types of Amendments. These include simplified renewals, no-cost amendments, amendments with cost, and amendments with cost and time. OSC approval is required for these amendments.

A simplified renewal involves amending a contract to allocate funds to a particular period (usually one-year), when the entire contract term includes multiple years. The funding for each period is dependent on past performance and continued availability of funds.

No-cost amendments involve amending the contract term or period, thereby extending the operational dates of a project and allowing additional time for the expenditure funds. This type of amendment is generally provided as a result of delays, which prevent the timely commencement or completion of a project.

An amendment with cost is done when additional funds are available to increase the existing contract amount after a contract has been approved. The contractor is generally expected to

either increase the number of persons to be served or improve the quality or quantity of services offered.

Amendments with cost and time may be used if the contract period has ended and additional funds are being added to extend the contract period, or term.

Please contact your Program Manager with any questions.

Renewal/Amendment Processing Through the Contract Management System (CMS)

If a renewal or contract amendment is required, the related contract documents will be established in the Contract Management System (CMS) and the contractor will receive an e-mail notice of a task to complete in CMS. The contractor's ConUser must log into CMS to complete the contract documents that have been established. The renewal/amendment will be reviewed and processed for approval through CMS. The CMS User Manual can be accessed at the OCFS Home page at:

<http://www.ocfs.state.ny.us/main/bcm/CMSContractorManual.pdf>

C. Programmatic Changes

All changes in program content, nature, or scope of activities must be discussed with the OCFS Program Manager. If a formal contract amendment is not required, the contractor must still submit written notification to the Program Manager of any proposed changes to the program workplan.

Contractors must identify, in writing, the person(s) who will be responsible for directing the work to be done under the contract. Some of the information the contractor may be required to provide includes name, title, annual project salary, percent of project effort, and resume. **No change or substitution of such responsible person(s) will be made without prior approval in writing from the OCFS Program Manager, to the degree that such change is within the reasonable control of the contractor.**

D. Changes to the Contractor Address, Authorized Signatory Status and Contact Person

Note jtb calendar to f/u and add SFS language – August 2011 OCFS must update the contract record when a contractor moves, changes its address for any reason, or changes authorized signatory status for signing contracts or claims. Change of address requests must be submitted by the contractor in writing on the contractor's letterhead, to the OCFS Program Manager for processing. The request must be signed by an authorized representative. Any changes, additions or deletions to the contractor's authorized staff to sign contracts and/or claims should be submitted directly to the Bureau of Contract Management, 52 Washington Street, Room 202 South, using the OCFS "Contract Developer, Contract Signatory & Contract Claim Signatory Authorization Form". Contractors can obtain this form from the OCFS Program Manager.

VI. REPORTING

Contractually Mandated Program Reports

The required contractually mandated program reports have a twofold purpose. First, they are intended to be a formal vehicle for informing the OCFS Program Manager about the activities each contractor has performed. Second, they provide information on the success of the activities and any problems encountered. It is critical to the whole contract process that contractors maintain on-going communication with their OCFS Program Manager. **Any problems should be reported promptly and included in the report.**

The OCFS Program Manager will specify a report format that consists of a narrative section, and a list of project staff. Contractors entering into contracts in excess of \$100,000 for construction, and \$25,000 for all other services, and subcontractors entering into contracts in excess of \$25,000 for construction, are also required to include a current staffing plan, an Affirmative Action report and MWBE Utilization forms.

Reports must be submitted to the OCFS Program Manager within the timeframes specified in Appendix A-2 or C of the contract. The OCFS Program Manager will advise you as to the number of report copies required. **Voucher payments may be withheld from contractors who have not submitted their reports within the timeframes specified in the contract.**

On-Line Program Reports through the Contract Management System (CMS)

The CMS Program Reports module is designed to expedite program report processing. It allows users to establish program reporting schedules, track the submission and approval of program reports, and when necessary, link program report approvals to the payment of a claim. This functionality facilitates the timely submission and approval of program reports as well as decreases the likelihood that payments will be delayed.

With CMS, online contractors can complete and submit program reports electronically; as with other contract tasks; this may involve completing interactive and downloadable documents. Any additional files necessary to satisfy program report requirements may also need to be uploaded. The contractor must log into CMS to complete the program report documents that have been established, the program report will be reviewed and processed for approval through CMS. The CMS User Manual can be accessed at the CMS Home page correct link at: <http://intra.ocfs.state.ny.us/cms>

Program Report Content

Program reports may include all of the following, plus any deliverables specified in the contract. Contact the OCFS Program Manager for your program to obtain the program report requirements specific to your program.

- **Narrative Description of Major Accomplishments or Problems**
This section should describe the contract's progress in meeting each of the project's objectives for the contract time period. Any obstacles or difficulties in achieving objectives should be included, along with a description of the actions that have been taken, or will be taken, to resolve these difficulties. Include a brief projection of the activities planned for the upcoming reporting period. Contact the OCFS Program Manager for specific instructions.
- **List of Project Staff for Reporting Period**
Include a listing of individuals on the project staff and a listing of consultants who were paid through project funds any time during the reporting period.
- **Affirmative Action Reporting Requirements and Staffing Plan**
(Required for: Contractors entering into contracts in excess of \$100,000 for construction, and \$25,000 for all other services, and subcontractors entering into contracts in excess of \$25,000 for construction). Please refer to Affirmative Action (Section III.L, Page 22) for relevant requirements. These requirements, if applicable, include a copy of the current staffing plan, and a report on progress made in utilizing MBE's and WBE's for the procurement of contract related goods and subcontracted services. Definitions for affirmative action requirements can be found in Chapter IX of this Manual.
- **List of Materials Developed**
- **MWBE Utilization Forms**
 - Subcontracting Utilization Form
 - M/WBE Subcontractors & Suppliers Letter of Intent to Participate Form
(Required for: Contractors entering into contracts in excess of \$100,000 for construction and \$25,000 for all other services, and subcontractors entering into contracts in excess of \$25,000 for construction). The Program Manager will advise the contractor how often these forms need to be submitted.

All program reports must be submitted to the OCFS Program Manager.

VII. TECHNICAL ASSISTANCE AND MONITORING

The OCFS Program Manager will monitor the contract and provide technical assistance through phone calls, on-site visits, and/or written correspondence as well as through the review of the contractor's program and fiscal reports. The purpose of on-going communication is to support compliance with contractual requirements as well as to assist as needed in achieving program goals, overcoming challenges and replicating best practice ideas. Monitoring is generally performed by designated individuals from the program office responsible for the administration of the contract program. In some cases additional monitoring is performed by OCFS Audit and Quality Control (A&QC) staff. Upon contract approval the Program Office will send the contractor the reporting forms, instructions for completing them and the payment and reporting schedule if it is not specified in the Appendix A-2 or C of the contract. In some cases the reporting will be through the OCFS Contract Management System (CMS).

Monitoring of certain contracts may involve an on-site presence. The program office will develop a monitoring instrument and a monitoring plan. This plan may not be limited to programmatic issues and may include fiscal monitoring techniques as well. When monitoring visits are conducted the results of the visit will be detailed in a written report which will identify strengths as well as weaknesses.

VIII. ON-LINE BIDDERS LIST (OBL)

The New York State Office of Children and Family Services (OCFS) has established an Online Bidders List. Bidding opportunity seekers can register online to receive notifications of bidding opportunities based on preferences selected during registration. The link to the Online Bidders List is below.

IMPORTANT INFORMATION ON NOTIFICATION OF BIDDING OPPORTUNITIES

Bidding opportunities are distributed through email to those organizations and individuals who have registered in the OCFS On-line Bidders List System. If email addresses have changed since registration, it is the responsibility of registered bidders to update and maintain current and accurate email information. Incorrect or outdated email addresses could result in the individual/organization not being notified of funding opportunities.

<https://apps.ocfs.ny.gov/obl>

In order to begin receiving notifications, you must register. During the registration process you will be asked to provide basic contact information and identify the types of bidding opportunities you are interested in.

Bidding opportunity notices will not be received if email addresses have changed since registration. It is the responsibility of registered bidders to maintain up-to-date information on the Online Bidders List.

For additional information contractors can call the On-Line Bidders List Helpline at 518 474-8156.

IX. ARTICLE 15-A REQUIREMENTS / M/WBE FORMS

M/WBE Forms – Article 15-A Requirements

OCFS fully supports the efforts of the State of New York to promote equal opportunity for all persons and to promote equality of economic opportunity for minority group members and women who own business enterprises. It is our responsibility to ensure, through active programs, that there are no barriers that would impair access by NYS certified Minority and Women-Owned business Enterprises (M/WBE). It is OCFS's expectation that contractors will operate under the same guidelines.

Copies of the below two documents follow this page.

- **Summary of Article 15-A of the Executive Law**
- **Staffing Plan / Affirmative Action Definitions**

The following 3 forms can be found on <http://www.ocfs.state.ny.us/main/forms/> and are briefly described below:

[M/WBE Subcontractors and Suppliers Letter of Intent to Participate Form \(OCFS-4630\)](#)

It is expected that all Contractors make a good-faith effort to utilize Minority and/or Women Owned Businesses (M/WBEs) when there is an opportunity to subcontract or purchase supplies to carry out a contract with the New York State Office of Children and Family Services.

This form is to be completed by the proposed M/WBE Subcontractor/Supplier. It is to be submitted with proposal/bid attached to the Subcontractor's Utilization Form for each certified Minority or Women-Owned Business Enterprise the Bidder/Proposer proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for a portion of this proposal/contract is a part of a joint venture or other temporarily-formed business arrangement, the name and address of the joint venture or the temporarily formed business entity should be indicated.

[Subcontracting Utilization Form \(OCFS-4631\)](#)

This form is to be completed by the Bidder and submitted as part of its proposal for the purpose of identifying projected M/WBE utilization. It must also be completed by the Contractor at the end of each contract year, to report actual M/WBE participation goals achieved. At the end of each contract year, the Contractor will submit this form to the Program Manager. The Program Manager will subsequently send a copy of the form to the OCFS Office of Equal Opportunity and Diversity Development (EODD) for data collection and reporting purposes.

[Project Staffing Plan Form \(OCFS-4629\)](#)

This form should be completed by the Bidder and submitted as part of its proposal. An updated staffing plan must be resubmitted to the Program Manager by the Contractor when vacancies and/or new hires occur.

Empire State Development Division of Minority and Women's Business Development Summary of Article 15-A of the Executive Law

Article 15-A of the Executive Law, signed into law on July 19, 1988, authorized the creation of an Office (now Division) of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. Under this statute, state agencies are charged with establishing employment and business participation goals for minorities and women.

Article 15-A has nine sections. This summary is intended to familiarize you with major portions of the law. Rules and regulations providing specific instructions and criteria for implementing the program are available by contacting the Division of Minority and Women's Business Development in New York City or Albany.

Section 310: Definitions

Minority or Women-Owned Business Enterprise (M/WBE):

- at least 51% owned and controlled by the minority members and/or women;
- the minority and/or women ownership interest, is real, substantial and continuing;
- the minority and/or women ownership has and exercises the authority to independently control the day-to-day business decisions; and independently owned, operated and authorized to do business in New York State.

Note: Businesses eligible to participate in the program must be owned and operated by women and/or minority group members who are citizens of the United States or permanent resident aliens. Generally they must be in operation for at least one year.

Minority Group Member:

A United States citizen or permanent resident alien who has and can demonstrate membership in one of the following groups:

- Black persons having origins in any of the Black African racial groups;
- Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;
- Native American or Alaskan native persons having origins in any of the original peoples of North America;
- Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

Contractor:

An individual, a business enterprise including a sole proprietorship, a partnership, a for-profit or not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the awarding of a state contract or a proposed party to a state contract.

State Contracts:

A written agreement or purchase order instrument providing for a total expenditure of more than \$25,000 by a contracting agency in return for labor, services, supplies, equipment and/or materials, or providing for a total expenditure of more than \$100,000 by a contracting agency or by the owner of a state-assisted housing project in return for the acquisition, construction, demolition, replacement, major repair, renovation or improvements of real property. The term "services" does not include banking relationships, the issuance of insurance policies or contracts, or other contracts for the sale of bonds, notes or other securities.

Section 311: Division of Minority and Women's Business Development

The Division of Minority and Women's Business Development administers, coordinates, and implements a statewide program to assist the development of M/WBEs and facilitate their access to state contracting opportunities, and promotes equal employment opportunities. Through the process of certification, this agency is responsible for verifying minority and women-ownership and control of firms participating in the program.

The powers and responsibilities of the Director are to:

- assist state agencies in their efforts to award a "fair share" of contracts to M/WBEs;
- develop standardized forms and reporting documents for purpose of implementing Article 15-A;
- conduct educational programs to facilitate access to assistance under the program;
- periodically review agency practices and procedures to determine compliance with program requirements;
- report annually to the Governor and Legislature;
- prepare and maintain an updated directory of certified minority and women-owned firms;
- appoint independent hearing officers to preside over certification appeal hearings;
- file complaints for violations in regard to equal employment opportunities.

This provision further authorizes the Director to provide necessary technical assistance to the businesses (applicants included) to ensure that they benefit from business development programs. This would include a review of bonding and paperwork requirements imposed by contracting agencies, which may be burdensome to M/WBEs. The Director may, either independently or in conjunction with other state agencies, develop a clearinghouse of information regarding services available to assist business owners.

Section 312: Equal Employment Opportunities for Minority Group Members and Women

Under this section, state agencies and the Director of the Division of Minority and Women's Business Development must act to ensure and promote equal employment on state contracted projects.

State agencies must include the following contract provisions in all state contracts in regard to work performed within the state:

- a. prohibition against discrimination in employment;
- b. solicitation of statement of nondiscrimination from unions and employment agencies;
- c. nondiscrimination clause in employment solicitations and advertisements;
- d. application of similar clauses in all subcontracts except those which (1) are unrelated to work on the state contract and (2) duplicate or conflict with federal EEO law.

State agencies are also charged with monitoring contractor compliance with the law. In determining compliance with state equal employment requirements, these agencies shall waive application of state equal employment provisions where they duplicate or conflict with corresponding federal laws. Where a contractor fails or refuses to comply with equal employment requirements, state agencies may recommend corrective action to the Director.

The Director promulgates rules and regulations applicable to equal employment of minority group members and women on state contracts. Under these regulations, contractors must submit a plan of efforts to use minority group members and women after bid opening and prior to the award of the contract. Contractors and subcontractors may also be required to submit periodic compliance reports on their equal employment activities.

Section 313: Opportunities for Minority and Women-Owned Business Enterprises (M/WBEs)

This section requires the Director to promulgate rules and regulations to ensure that minority and women-owned firms are awarded a "fair share" of state contracts. These rules:

-
- a. require contractors to submit a minority and women-owned business enterprise ("M/WBE") utilization plan for each of their contracts;
 - b. require agencies to review these utilization plans for compliance and notify contractors of deficiencies;
 - c. allow contractors time to correct the noted deficiency and/or request a complete or partial waiver of compliance with goal requirements; agencies must evaluate "good faith" attempts to comply in deciding whether to grant or deny waiver requests;
 - d. grant contractors a right to submit a complaint to the Director when an agency fails or refuses to issue a requested waiver, and similarly, allow agencies to submit a complaint to the Director for contractor noncompliance;
 - e. state that failure to correct noted deficiencies in a utilization plan is grounds for disqualifying a bid or proposal, and that the contractor is entitled to a hearing on the record on the disqualification. The decision rendered as to the disqualification is reviewable pursuant to Article 78;
 - f. allow the Director to first attempt to resolve non-compliance complaints before referring the complaint to arbitration;
 - g. require agencies to include an arbitration consent clause in bid specification;
 - h. provide that the Federal law(s) apply where there is a conflict or duplication on the issue of M/WBE obligations.

Section 324: Statewide Certification Program

This section requires the Division of Minority and Women's Business Development to conduct a certification program and to prepare a directory of certified minority and women-owned firms.

This Division has promulgated rules and regulations specifying criteria for approval, denial and revocation of certification.

Appeals of certification determination will be heard by independent hearing officers, if requested by the applicant within thirty (30) business days of notice of a denial decision. After hearing the appeal, the independent hearing officer will issue a recommended order (decision). The Director will issue a final order (decision) within 30 days accepting, rejecting or modifying the recommended order. The Director's order will represent the final determination on the application but may be appealed under Article 78.

Section 315: Responsibilities of Contracting Agencies

Under this **section, state agencies** have the following responsibilities:

1. to monitor contracts and recommend corrective action to the Director where appropriate;
2. to comply with rules and regulations promulgated by the Director;
3. to make available copies of the directory of certified minority and women-owned firms to prospective bidders and to contractors;
4. to report activities undertaken to promote M/WBE contract participation and employment of minorities and women to the Director; and
5. to generally provide such information and assistance as necessary to carry out the intent of the statute.

Section 316: Enforcement

The Director is required to take the following actions to promote participation by minority and women-owned firms on state contracts:

1. attempt to resolve complaints made by either a contractor denied a waiver, or an agency against a contractor for noncompliance;
2. refer unresolved complaints to the American Arbitration Association for recommendations;

-
3. adopt, reject or modify arbitration determination; the Director may not, however, impose a new greater sanction, penalty or fine than that recommended by the arbitrator(s).

Section 317: Supersession Clause

The provisions of Article 15-A supersede any other provision of state law which mandates or implements programs of equal employment opportunity or minority and women-owned business participation in actions by state contractors to which the article apply. However, provisions of state laws which are not superseded but which mandate such programs shall remain unimpaired by the article except that such laws shall be construed as if the provisions of subdivisions five, six, seven and eight of section 313 and of section 316 of Article 15-A were fully set forth therein and made applicable only to complaints of violations of such laws that occurred on or after September 1, 1988.

This section also permits voluntary affirmative action efforts by contracting agencies to secure participation by M/WBEs with regard to banking relationships, the issuance of policies or contract for the sale of bonds, notes or other securities.

Section 328: Severability Clause

This section states that if any part of this statute is found invalid by the courts, the remaining parts will continue to be valid and enforceable.

For further information and/or applications, please call or write:

Empire State Development
Division of Minority & Women's Business Development
30 South Pearl Street
Albany, New York 12243
(518) 292-5250
Fax: (518) 292-5803

Or

633 Third Avenue
Division of Minority & Women's Business Development
New York, New York 10017

(212) 803-2414
Fax: (212) 803-2459

Website Address: <http://www.nylovesbiz.com/default.asp>

Staffing Plan / Affirmative Action Definitions

a) For the purpose of these contracts, the following definitions shall apply:

Minority Business Enterprise Any business enterprise or non-profit organization which is at least fifty-one percent owned by, directed by or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by, citizens or permanent resident aliens who are Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan Native, and such ownership interest is real, substantial, and continuing. The minority and women-owned ownership must have and exercise the authority to independently control the business decisions of the entity.

Women-Owned Business Enterprise Any business enterprise or non-profit organization which is at least fifty-one percent owned by, directed by or in the case of publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent aliens who are women, and such ownership interest is real, substantial and continuing.

b) For the purposes of these contracts, it is understood that the definition of protected class is:

Protected class, for the purpose of affirmative action, encompasses minorities, women, Vietnam Era Veterans, disabled persons and others by virtue of the law or court decisions interpreting the law.

Definitions of Specific Categories of Protected Class:

Black - (not of Hispanic Origin) - a person having origins in any of the black African racial groups of the original peoples of Africa.

Hispanic - a person of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race.

Asian or Pacific Islander - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea the Philippine Island and Samoa.

Native American or Alaskan Native - a person having origins in any of the original peoples of North America, and who maintains cultural identification through affiliation or community recognition.

Disabled Person - any person who (a) has a physical or mental impairment that substantially limits one or more major life activities; (b) has a record of such impairment, or (c) is regarded as having such an impairment.

Vietnam Era Veterans - Any person who was in active Military Service between January 1, 1963 and May 7, 1975.

c) For the purpose of the staffing plan, the definitions of part time and full time employees are as follows:

Part time - Any employee who is employed by the contractor on a part time basis or whose salary is only partially charged to the project.

Full time - A full time employee whose salary is completely charged to the project.

The bidder should attach to the Staffing Plan a list, by name and title, of each staff member already in project positions, and identify the protected class status applicable

New York State
Office of Children and Family Services
M/WBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE FORM

Prime Contractor Information	
Contractor Name: (Prime Contractor Business Name)	Address:
Proposal/Contract Number:	Federal ID Number:
Contract Scope of Work: (Enter services, supplies, commodities to be provided or purchased)	

M/WBE Subcontractor/Supplier Information	
M/WBE Name: (Subcontractor Business Name)	Contact Person:
	Federal ID Number (If Applicable)
Address:	Telephone () -
Designation (Check any that Apply) <input type="checkbox"/> MBE – Subcontractor <input type="checkbox"/> MBE – Supplier <input type="checkbox"/> WBE – Subcontractor <input type="checkbox"/> WBE – Supplier	
Are you a NYS M/WBE Certified by the NYS Empire State Development Corp? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Joint Venture Section (Complete ONLY if you are in a Joint Venture)	
Name:	Federal ID Number:
Address:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

Work/Services to be Provided by M/WBE Subcontractor/Supplier

Please specify in detail below, the particular items of work or services to be performed, and the materials or supplies to be purchased, including the cost for each, and the expected Contract start and completion dates for such work.

- Work/services to be performed:

Cost:

- Materials/Supplies to be purchased:

Cost:

- Date Supplies Ordered:
- Date Supplies Delivered:
- Date Proposal/Contract to Start:
- Date Proposal/Contract to Complete:

M/WBE Subcontractor/Supplier “Agreement/Signature” Section

This is to certify that the undersigned will enter into a formal agreement with the Prime Contractor to provide the work/services, at the cost and start/completion dates stated in the above **“Work/Services To Be Provided”** Section. The undersigned will enter into a formal agreement for the above work with the Contractor, ONLY upon the Contractor’s execution of a contract with the OCFS. The above work will not be further subcontracted without the express written permission of the Contractor, and notification to OCFS.

Signature of M/WBE Subcontractor/Supplier

Date

Printed/Typed Name of M/WBE Subcontractor/Supplier

New York State
Office of Children and Family Services
SUBCONTRACTING UTILIZATION FORM

To Be Completed by Contractor				
Contractor Name:		Contact Person:		
Address:		Telephone: () -		
Project Name/RFP Title:		Contract Amount:		
Project Location:				
Description of Goods/Services/Supplies to be Provided:				
Subcontracting/Purchasing with Majority Vendors: (Enter anticipated total % of dollar amount to be spent with majority vendors (non-minority))				
Participation Goals Anticipated: (Enter anticipated total % of dollar amount to be spent with identified MBEs and/or WBEs at the start of the Contract)				
Participation Goals Achieved: (Enter Actual total % of dollar amount spent with identified MBEs and/or WBEs at the close of the Contract)				
List of Subcontractors/Suppliers:				
Firm Name and Address	Description of Services/Supplies	Amount	Date of Subcontract	Identify Whether MBE or WBE and if NYS Certified
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Certified
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Certified
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Certified
Contractors Agreement:				
My firm proposes to use the M/WBEs listed above.				
_____		_____		_____
(Signature of Contractor)		(Printed Name)		(Date)

To be Completed by OCFS Contract Manager		
OCFS Contract Manager:		Telephone: () -
Contract Number:		Contract Amount:
Date of Bid: (date RFP submitted)	Date Let: (date RFP awarded contract)	Completion Date (Contract end date)

FOR EODD USE ONLY		
Reviewed By: _____	Date: _____	M/WBE Firms: <input type="checkbox"/> Certified <input type="checkbox"/> Not Certified

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
PROJECT STAFFING PLAN FORM

DATE:

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Company/Grantee Information

Company/Agency Name:		Contact Person:						
Address:		Title:	Telephone:					
Is Agency Not-For-Profit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Federal ID#/NYS Payee ID#	Contract #:	Prime Contract <input type="checkbox"/> Sub-Contract <input type="checkbox"/>				
Reporting Period: From: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>				To: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>			OCFS Program Area:	

Staffing Plan Information

NOTE: Determination of ethnicity of staff can be made by observation – Use your professional judgment in terms of where staff fall into the below listed categories

TITLE CATEGORY	TOTAL WORK FORCE	TOTAL WORK FORCE BY:		BLACK		HISPANIC		ASIAN/PACIFIC ISLANDER		ALASKAN/NATIVE AMERICAN		WHITE (NOT OF HISPANIC ORIGIN)		DISABLED		VIETNAM ERA VETERAN	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials/Administrators																	
Professionals																	
Technicians																	
Para-Professionals																	
Administrative Support (Clerical)																	
Skilled Craftworkers																	
Service Maintenance																	
TOTAL																	
Total By Percentage	N/A	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%

