

To: Community Based Provider Organizations
From: Philip R. Endress, Commissioner
Erie County Department of Mental Health
Date: April 4, 2007
Re: Requests for Proposals #07059VF:
New York State Division of Criminal Justice Service
Congregate Transitional and Scattered Site Housing
Parole Reentry Housing

Enclosed is a Request for Proposals (RFP) for an 18-month grant awarded to Erie County by the New York State Division of Criminal Justice Services to provide two related housing components tied to the Erie County Parolee Reentry Initiative: 1) case management services and supports for an eight (8) bed congregate transitional housing, and 2) a twenty (20) bed scattered site housing service both of which would house and provide integrative services for high risk parolees returning to the community with chemical dependency and/or co-occurring mental illness. All returning individuals will have a mixed history of criminal offenses.

Prospective applicants should understand that the budget for this initiative is quite prescriptive as determined by the New York State Division of Criminal Justice Services (NYS DCJS) guidelines and funding availability. For example, the applicant must be able to acquire and fund operations to house eight (8) transitional congregate housing beds. It is suggested that you review the attached budget listing the funded expenses of this initiative.

Additionally, consideration will be given to applicants that despite these limitations will be able to deliver both housing components. Subject to NYS DCJS and the availability of funds there is the potential that the grant may be renewed. The current grant period runs from January 1, 2007- June 30, 2008.

Responses to this Request for Proposals are due to the Erie County Department of Mental Health on or before **April 27, 2007**. If you have any questions regarding this RFP, please contact John Grieco, Mental Disability Services Coordinator, at 858-6381 or grieco@erie.gov.

Enclosed is the following information:

1. RFP Guidelines and Submission Requirements
2. Approved DCJS budgets
3. Attachment A: Funding Application
4. Attachment B: Program Outcome Performance Evaluation Report form
5. Attachment C: NYS DCJS approved job descriptions
6. Attachment D: NYS DCJS Appendix A, A.1 and Certifications

**Erie County Department of Mental Health
Request for Proposals**

Parolee Reentry Housing

Overall Program Goal:

To provide housing and related case management services to high risk parolees who have a chemically dependent and/or co-occurring mental illness in need of adequate housing in a manner consistent with enhancing the parolee's ability to function responsibly and remain in the community without further maladaptive behavior. The housing services will need to integrate service with New York State (NYS) Parole, the Erie County Re-entry coordinator, service providers within the overall context of the Erie County Re-entry Task Force (ECRTF) initiative and function within the guidelines of NYS DCJS and the Erie County Department of Mental Health (ECDMH). The program should promote and emphasize a focus on successful re-integration into the community and the intensive coordination, communication, and integration that this would entail. Recovery oriented services, linkage and access to mainstream resources, employment, education, natural supports and community integration with an eye toward public safety are all critical components of this initiative.

Project Overview:

The ECDMH is seeking proposals for this RFP which design an integrative housing service delivery approach for the target population. This RFP requires close collaboration with the Erie County Reentry Coordinator, NYS Parole, other service providers, employers, etc in order to maximize the likelihood for successful reentry to the community and ensure public safety.

This housing initiative was the result of the Erie County Reentry Task Force (ECRTF) Assessment of Community need identifying timely access to adequate housing supports as a critical barrier to successful community reintegration for this population. Applicants must demonstrate an ability to access other resources for those expenses not covered by this funding initiative. Please refer to the budget contained in this RFP.

This RFP is seeking a service delivery model that emphasizes **strong levels of integration, collaboration, and communication**. The initiative contains two related housing components. One of these is an eight (8) bed congregate transitional housing component. The other includes twenty (20) scattered site housing apartments.

The Congregate Transitional Supportive Housing Program will provide case management related services and establish congregate apartments, utility connections, furnish apartments and equip residents with appropriate appliances and necessary furnishings for independent living.

The congregate transitional supportive housing component will provide independent living situations for eight parolees. Parolees placed in the independent living accommodations will be required to report face to face seen by staff, subject to drug testing, complete daily activity calendar, complete movement log book and sign out sheet and continue with regular program activities.

The scattered site housing component will create twenty (20) new scattered site supportive housing beds and related case management services which will be available to individuals released during the eighteen (18) months of the grant. In order to maximize utilization and access these beds will be available for returning parolees as well as those transitioning from the congregate transitional housing. Individual placements will be done in coordination with NYS Parole, the service providers, based on individual consumer circumstance.

In each case, individuals referred for housing through Reentry will need to have the housing placement approved by Parole.

In addition, the reentry housing case-managers will coordinate with the Erie County Reentry Coordinator and vital community stakeholders, to include NYS Parole, the Erie County Department of Mental Health, Erie County Department of Social Services, and other related service providers and employers. Reentry housing case-managers will also conduct site inspections, attend case conferences, follow-up with parole and program staffing to assure that the parolee is compliant with release mandates, adhering to prescribed clinical and medical treatment and successfully transitioning through required community programming in such a manner as to succeed in successful reentry to the community.

Each housing component will require the case manager to develop integrated service planning with the Reentry Coordinator, other service providers, and NYS Parole focusing on facilitating participant progress toward self-sufficiency, independent community housing, community integration, use of natural and mainstream resources while facilitating progress toward education and competitive employment goals. The service delivery model should therefore include a plan for collaboration with the Erie County Reentry Coordinator, NYS Parole, other service providers, employers, etc. based on intensive joint planning with the consumer on-going communication and public safety.

Any system issues identified as barriers in accessing critically needed services will be communicated to the Reentry Coordinator and ECRTF for discussion and resolution.

Referrals to these two housing components will be conducted in collaboration with the Erie County Reentry Coordinator, NYS Parole and the reentry housing service provider based on level of need.

Applicants should review the attached job description as approved by DCJS which should be viewed as minimal qualifications.

Funds must be used in accordance with the budget outlined herein as allowed by NYS Division of Criminal Justice Services.

Mandatory Requirements

- Written commitment to participate in the monthly ECRTF general and steering committees, clinical conferences and workgroups as indicated.
- Written acknowledgement of the agency's commitment and ability to provide the proposed service within the budgetary and funding limitations of NYS DCJS. Application should include submission of the budget outlined herein and accompanied by a written attestation that the program if awarded the RFP will operate within the budget.
- Agency budget for non funded components including source of revenue/funding for the grant period.
- Documentation of agency's ability to comply with NYS DCJS and ECDMH contracting and reporting requirements. In addition contracts executed as a result of funding provided through Erie County by the NYS DCJS will be subject to the terms and conditions of NYS DCJS. NYS DCJS Standard Contract Provisions will be subject to the terms and conditions of NYS DCJS Appendix A, Appendix A-1, and applicable certifications. Please see Attachment D. These are also available for review on the Internet site <http://criminaljustice.state.ny.us/ofpa/forms.htm>. The NYS DCJS certification forms should be completed, signed, and returned with the application.
- Commitment to integrate and collaborate on consumer services and participate on systems level improvements.
- Inclusion of the required outcomes on the supplied outcome form as found on Appendix B.
- Letter of support from NYS Parole to provide reentry housing and housing case management services for the target population as part of the Erie County Reentry Initiative as proposed in your RFP response. This letter must clearly articulate previous relationship with NYS Parole and a commitment from NYS Parole to work with the agency on this initiative as described in the RFP response as submitted to the ECDMH.
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*** The above items must be included in any RFP response in order for the application to be reviewed.**

Respondent Qualifications

Particular preference will be given to applicants with a capability of operating both housing components and who have a demonstrated history of successfully providing housing services to the high risk-high need target population of chemically dependent and/or co-occurring parolees enrolled in the Erie County Reentry initiative.

Applicant responses must be able to clearly demonstrate:

1. A commitment to work closely with the Erie County Department of Mental Health, members of the ECRTF, NYS Parole through attendance and participation in the ECRTF general and Steering Team Meetings and work groups as indicated.
2. Ability and capacity to implement the new beds in a timely manner, reach full capacity within the first six (6) months of operation and provide the necessary supportive services for these individuals to maintain placement and/or more independent housing;
3. Willingness and ability to integrate services and work collaboratively with other providers as part of the reentry initiative.
4. Ability to describe past successes in successfully transitioning the target population or a similar consumer population to independent housing. Should describe timeframes, resources, supports and policy which support this outcome.
5. Provide evidence of the agency's ability and commitment to coordinate services and proactively communicate with a heightened sense of urgency to ensure seamless service delivery and communication of potential recidivist/offender behavior.
6. If granted the award, an ability to initiate the housing services while a county contract is being executed.
7. Ability to fund and quickly establish an operational site for the congregate housing site(s).
8. Ability to furnish the congregate site(s). Some funding is available to furnish the congregate sites.
9. Ability to provide furnishings for those individuals in need in the scattered site apartments. No funding is available to furnish the scattered site apartments.
10. The ability to operate within the cost allocation guidelines prescribed by NYS DCJS for each budget category as outlined in this RFP.
11. Ability to appropriately document budgeting and program information.
12. Willingness and ability to comply with all NYS DCJS and Erie County reporting requirements.
13. The agency awarded funding for the initiative will as part of the county contract be required to obtain the necessary insurance at its own cost and expense. For questions pertaining to necessary insurance coverage please contact Ms. Nancy Wittmer at 858-8540.

Outcomes:

Applicants will be required to utilize the Department's Program Outcome Performance Evaluation form for all outcomes, completing the columns headed by: "Outcomes Description", "Service Activities" and "Performance Target". Applicants should be very careful that all sections are clearly and operationally stated; especially the "Service Activities" section which describes what specifically will be done to accomplish each of the respective outcomes. See Attachment A

- 100% of housing referrals received from Reentry enrolled individuals will be accepted, unless in **extremely rare instances**, a documented case can be made as to why the referral would be inappropriate.

- 100% of referrals will be admitted to Reentry Housing (given bed availability) w/n 30 days of Parole's approval. Every effort must be made to begin this process pre-release.
- Procedure and protocols pertaining to the following: Housing referral, admission, and discharge procedures, service plans and linkages, service memorandum of understandings (MOU) and communication to the reentry coordinator and NYS Parole will be developed in cooperation with NYS Parole, the Reentry Coordinator and ECDMH within 45 days of award notice.

Funding:

This Request for proposals has several significant funding limitations resulting from NYS DCJS budgetary and funding restrictions. **It is critical that all applicants carefully review the budget prior to proceeding.**

This grant will provide funding for case management supportive services for both the congregate transitional housing as well as the scattered site housing. Rental assistance is also provided for the scattered site housing beds. Please see the budget for a funding description.

Please note that all funding and line item amounts must be within the amounts specified in the NYS DCJS approved budget as provided herein. Any variations from these amounts will not be approved.

Proposal Evaluation Process:

The proposal evaluation process will consist of a review team comprised no less than two (2) ECDMH Coordinators, and the Erie County Housing Coordinator. NYS Parole will also be invited to be a member of the review team. The ECDMH hopes to award this RFP as soon as possible pending final approval from NYS DCJS, the Erie County Fiscal Stability Authority, and the Erie County Legislature.

Any RFP response received without providing the appropriate documentation found in the mandatory requirements will not be reviewed. Up to three points may be earned for each item requested in the narrative.

The RFP will be awarded to the applicant having the highest average score across all reviewers. Ties will result in a final review by a separate independent reviewer.

Applicants should submit one original and two copies of their proposal.

Required Submission Information:

1. All items outlined under the Mandatory Requirements
2. Attachment A: Application
 - Narratives descriptions should be single spaced, font size 12. There are no page length limitations
3. Attach Job Descriptions for all direct service and operational staff positions identified in this proposal

One original and two additional copies must be submitted on the attached application with all necessary attachments no later than **5PM April 27, 2007** deadline. Applications received after this date and time will not be considered. Complete submissions should be sent to:

John Grieco, M.S., C.R.C
Mental Disability Services Coordinator
Erie County Department of Mental Health
95 Franklin Street
Buffalo, NY 14202

Erie County Department of Mental Health Funding
Application for Erie County Parole Reentry Housing
Attachment A: Funding Application

| Identifying Information | |
|--------------------------------|--|
| Agency Name | |
| Address | |
| Contact Person | |
| Phone Number | |
| Fax Number | |
| Email Address | |

Agency Experience/Qualifications: (up to 3 points each)

Any RFP response received without providing the appropriate documentation found in the mandatory requirements outlined in the cover letter will not be reviewed.

Attach a narrative describing the agency’s experience with housing the target population of Parole Reentry Individuals with a chemical dependency diagnosis and related operational and administrative issues. Including a description of the:

- a. Agency’s ability to successfully implement new programming within fifty (50) days of award notification from the County.
- b. Agency’s successful history of meeting or ability to meet contracting requirements with ECDMH and NYS DCJS.
- c. Collaborative experience in service delivery with NYS Parole. Must also include a letter of support from NYS Parole to provide reentry housing services as outlined in your RFP response. This letter must clearly articulate previous relationship with NYS Parole and a commitment from NYS Parole to working with the agency on this initiative as described in the RFP response as submitted to the ECDMH.
- d. Agency’s familiarity with and history of successfully providing housing services and related supports to this high need high risk population. Facilitating participant progress toward self-sufficiency, community integration, use of natural and mainstream resources. Describe past successes in successfully transitioning a similar consumer population to independent housing. Should describe timeframes, resources, supports and policy which support this outcome.
- e. Agency’s successful history of meeting chemical dependency consumer needs and facilitating progress toward consumer driven outcomes including independent

- community housing, facilitate progress toward education and competitive employment goals.
- f. Commitment and description of the agency's ability to coordinate services and proactively communicate with a heightened sense of urgency to ensure seamless service delivery and communication of potential recidivist/offender behavior.
 - g. A 24 hour/7day a week crisis response plan.
 - h. Ability to monitor client progress and develop written service plans.
 - i. Agency's ability to implement the initiative and absorb costs while a contract to include Reentry Housing is being implemented.
 - j. Agency's ability to reach full capacity within the first six months of award notice. Provide description of past success of similar start up time frame.
 - k. Provide Job Descriptions which minimally support that which is provided in Attachment B.
 - l. Description of the supervisory relationship and the plan for program coverage in the event that direct service staff become unavailable due to short-term leave such as vacation and sick time as well as longer term vacancy such as staff turnover.
 - m. Description of services to be provided.
 - n. Plan demonstrating the agency's ability to quickly establish and fund those non funded expenses of the congregate site(s) for the eight (8) congregate transitional beds. Budget for non funded costs and source of funding should be included.
 - o. Plan demonstrating the agency's ability and available resources to furnish the congregate within budget and using additional resources if necessary as well as and to furnish the scattered housing sites. Budget for non funded costs and source of funding should be included.
 - p. Attestation of your ability to operate within the cost allocation guidelines prescribed by NYS DCJS for each budget category as displayed herein.
 - q. Ability to appropriately document and report budgeting and program information.
 - r. Willingness and ability to comply with all NYS DCJS and Erie County reporting requirements
 - s. Agency's experience in working collaboratively with other partners to execute new programs.

DCJS Approved Budget:

| | Congregate Transitional Housing | | Scattered Site Housing | |
|--|---------------------------------|-----------------------------|--------------------------|-----------------------------|
| | 2007 Calendar Year | Jan 1 – June 30, 2008 | 2007 Calendar Year | Jan 1 – June 30, 2008 |
| Personnel | | | | |
| .37 FTE Case manager | 12288 | 6144 | 0 | 0 |
| Supervision | 849 | 425 | 0 | 0 |
| FT Case Manager | 0 | 0 | 23438 | 12071 |
| Fringe | 5334 | 1778 | 7812 | 4023 |
| Total Personnel | 16693 | 8347 | 31250 | 16094 |
| OTPS | | | | |
| Furnishings- Must remain at congregate site and inventoried as DCJS property. | 2667 | 1333 | 0 | 0 |
| Supplies | 1333 | 667 | 500 | 250 |
| Consumer Emergency Services/Transportation (bus passes, clothing, medication) | 6107 | 3053 | 0 | 0 |
| Telephone | 0 | 0 | 1200 | 600 |
| Cell phone | 0 | 0 | 504 | 252 |
| Staff training | 0 | 0 | 300 | 150 |
| Office Rent | 0 | 0 | 1200 | 600 |
| Travel | 0 | 0 | 1920 | 960 |
| Employee Recruitment | 0 | 0 | 250 | 0 |

| | | | | |
|--|--------------|--------------|---------------|--------------|
| Staff Liability Insurance | 0 | 0 | 1200 | 600 |
| Total OTPS | 10107 | 5053 | 7074 | 3412 |
| Equipment | | | | |
| Laptop computer | 0 | 0 | 1500 | 0 |
| Total Equipment | 0 | 0 | 1500 | 0 |
| Property | | | | |
| Property (rental assistance for 20 placements) as follows: Assumes ramp up at 4 beds per month starting in 2nd month of award and that DCJS dollars are available for a full 18 months. Note: grant if not renewed will end 6/30/08. Max Security deposit of \$513 for up to 20 beds; Includes FMR rent of \$513 for 1st 2 full months for up to 20 beds; Includes maximum rental stipend in months 2- end of 18 month grant of 344/mnth for up to 20 beds. After the first two months consumer pays balance of rent. | 0 | 0 | 78940 | 41280 |
| Property Total | 0 | 0 | 78940 | 41280 |
| Total Budget | 26800 | 13400 | 118764 | 60786 |

Attachment C- Job Description

Reentry Housing Case Manager

Qualifications:

- Must possess a clean NYS Drivers License
- Must successfully pass a criminal background check and CPS Screening
- Must be a US Citizen
- Must possess, from an accredited institution, a Masters Degree in a Mental Health, Chemical Dependency or Criminal Justice related field and have at least 2 years of direct care experience in a mental health or chemically dependent related position; or possess a Bachelors Degree and have at least 4 years of similar experience. In addition, the individual must demonstrate the ability to work both independently and as part of a multi-disciplinary team. At least one year of experience must be providing housing case management assistance and discharge planning coordination to mentally ill or chemically dependent individuals.

Responsibilities:

- A. Will work to develop and monitor residential placements for individuals identified as high risk by the re-entry task force.
- B. Teaching and/or support in carrying out daily living skills
- C. Demonstrate the ability to work effectively and collaboratively across multiple systems and with service providers.
- D. Will work to identify and attempt to address gaps in the system of obtaining and maintaining safe, appropriate, and affordable housing for re-entering individuals.
- E. Will work collaboratively with representatives of New York State Parole to ensure that all housing options are approved as acceptable residences in conjunction with specific release condition of the parole Board and the Supervising Field parole Officer.
- F. In conjunction with the Re-entry Coordinator, NYS Parole Staff, and appropriate agency staff, will participate in the case review process to ensure that all provided services are in line with the approved case conference pre-release plan.
- G. Develop housing case management plans and monitoring effectiveness of service linkages.
- H. Negotiating with service providers for individualized needs.
- I. Accurately assesses the tenant's needs, strengths and preferences in relation to their life goals in the areas of housing, education, employment and community adjustment.
- J. Identifies symptoms of regression and intervenes effectively.
- K. Attendance and participation in all ECRTF meetings and related workgroup meetings as appropriate.
- L. Communicate system issues to ECRTF, ECDMH as they arise.
- M. Computer proficiency in latest software technologies.
- N. Complete accurate and timely records and reports.

Monitoring and Reporting:

In order to provide appropriate reports and other information, it is envisioned that this Residential Re-entry Case Manager will utilize a laptop computer and currently available database systems to track the delivery of services and fiscal information as identified by DCJS, ECRTF, and ECDMH. As needed, these systems could be adapted to collect and report information in accordance with DCJS and Erie County Department of Mental Health needs. As needed, these systems could be adapted to collect and report information in accordance with DCJS and Erie County Department of Mental Health needs.

Attachment D:

New York State Division of Criminal Justice Services

Appendix A, A.1 and Certifications

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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**APPENDIX A1
AGENCY-SPECIFIC CLAUSES**

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto. The parties agree, however, that DCJS may unilaterally amend only the following sections of the Budget Amendment/Grant Extension form (DCJS-55) to insure accuracy and completeness: identification of Federal Funds or State Funds; #1 Grantee Name, #2 County; #3 Contract No.; #4 Implementing Agency; #5 DCJS No.; #7 Project Title; #9 Date of Last Approved Request; #10 Contract Duration; and A. Approved Project Budget. DCJS shall initial such amendment(s) and shall provide Grantee with a copy of the corrected DCJS-55 that was unilaterally amended by DCJS.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

- A. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior written permission of DCJS.
- B. A Grantee seeking to modify Non-Personal Service budget categories by more than 20 percent of the total funds budgeted in a category must secure the prior written permission of DCJS. A DCJS-55 setting forth the proposed amendment must be submitted to and approved by DCJS before the next voucher and/or fiscal cost report will be approved.
- C. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 20 percent. A DCJS-55 and a letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies

of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

- A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.
- B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:
 - 1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
 - 2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
 - 3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
 - 4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
- C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.
- D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

- A) A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.
- B) A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.
- C) In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:
 - 1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
 - 2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
 - 3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
 - 4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
 - 5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
 - 6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/BJF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources,

all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

1. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

| Calendar Quarter | Report Due |
|-------------------------|-------------|
| January 1 - March 31 | May 15 |
| April 1 - June 30 | August 15 |
| July 1 - September 30 | November 15 |
| October 1 - December 31 | February 15 |

- B. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- X Activities to be performed;
- X Time schedule;
- X Project policies;
- X Other policies and procedures to be followed;
- X Dollar limitation of the Agreement;
- X Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- X Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

- A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).
- B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:
 - X OMB Circular A-21, Cost Principles for Educational Institutions;
 - X OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments;
 - X OMB Circular A-102, Grants and Cooperative Agreements With State and Local Governments;
 - X OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; and
 - X OMB Circular A-122, Cost Principles for Non-Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

- A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.
- B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.
- C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

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

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

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any non-Federal funds have been paid or will be paid to any person for influencing or tempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **this** Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _ and complete and submit Standard Form & LLL, ADisclosure of Lobbying Activities@, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

Name and Address of Organization (Grantee):

Signature of Authorized Individual (Contract Signatory):

Name:

Title:

Date:

Name of OJP Agency:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants= responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(Before Completing Certification, Read Instructions Below)

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

Signature of Authorized Individual (Contract Signatory):

Name and Address of Organization (Grantee):

Name:

Title:

Date:

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms Acovered transaction,@ Adebarred,@ Asuspended,@ Aineligible,@ Alower tier covered transaction,@ Aparticipant,@ Aperson,@ Aprimary covered transaction,@ Aprincipal,@ Aproposal,@ and Avoluntarily excluded,@ as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled ACertification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,@ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction

knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
OFFICE OF FUNDING AND PROGRAM ASSISTANCE
Certified Assurances for Federally-supported Projects

The applicant hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-110, A-122, A-133, A-87, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common Rule, that govern the application, acceptance, and use of Federal funds for this federally-assisted project. The applicant also assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action, has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein and in directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with the provisions of Federal law known as the Hatch Act which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC, Section 1501, et seq, as amended).
4. It will comply with the minimum wage and minimum hours provisions of the Federal Fair Labor Standards Act, if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the U.S. Department of Justice, New York State Division of Criminal Justice Service (DCJS) or the New York State Comptroller's Office, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the U.S. Department of Justice and New York State concerning special requirements of law, program requirements, and other administrative requirements.
8. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify DCJS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102 (a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or other form of direct or indirect Federal assistance.
10. It will assist DCJS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593 and the Archeological and Historical Preservation Act of

1966 (16 U.S.C. 496a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, notifying DCJS of the existence of any such properties, and by (b) complying with all requirements established by the Federal Government to avoid or mitigate adverse effects upon such properties.

11. It will comply with the applicable provisions of the Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victim of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs= *Financial Guide*; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environment Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
13. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination. CFR Part 35 and Part 39.
14. It assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against applicant, the applicant will forward a copy of the finding to DCJS for transmittal to the U.S. Department of Justice, Office of Civil Rights.
15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
16. It will be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered pursuant to this agreement. The applicant will indemnify and hold harmless New York State and its officers and employees from claims, suits, actions, damages, and costs of every nature arising out of the provision of federally-funded services.

The applicant is potentially an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of New York State nor make any claim, demand or application to or for any right based upon any different status.
17. It assures that Federal formula grant funds, or the required cash matching funds, will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement and criminal justice activities.
18. It assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which federal funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement and criminal justice activities by recipients of grant funds.
19. It assures that it shall maintain such data and information and submit such reports in such form at such times and containing such data and information as DCJS may reasonably require to administer the program.

20. It agrees that, in compliance with Section 623 of Public Law 102-141, no amount of this award shall be used to finance the acquisition of goods or services (including construction services) that have an aggregate value of \$500,000 or more, unless the recipient:
- (a) specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and
 - (b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.
21. New York State agency applicants assure compliance with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the Federal Government to maintain a drug-free workplace.
22. When applicants having 50 or more employees which receive an amount of \$500,000 or more, or \$500,000 in the aggregate, in any fiscal year, are required to formulate and provide an Equal Employment Opportunity Program (EEOP), in accordance with 28 CFR, subpart e. The applicant agrees to maintain a current one on file and to certify to DCJS that it has a current EEOP on file which meets the applicable requirements. The applicant agrees not to obligate or expend any funds under this grant award until it submits to DCJS for transmittal to the respective federal grantor agency for review and approval by the U.S. Department of Justice, Office for Civil Rights, a copy of the prospective subgrantee's Equal Employment Opportunity Plan (EEOP), or the Statistical Update from the previous year, whichever is appropriate. When an Update only is appropriate, the following information should also be submitted:
- (a) The number of complaints of discrimination filed against the subgrant agency within the past year, the final disposition or current status of each complaint, and the nature and issues involved in each active complaint; and
 - (b) A statement addressing whether or not the subgrant agency is currently operating under an equal employment conciliation agreement and, if so, a copy of that agreement and the most recent monitoring report.
23. It agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the applicant describing programs or projects funded in whole or in part with Federal funds, shall contain the following statement:
- "This project was supported by Grant #_SA06068223_, awarded by the Office of Justice Programs, U.S. Department of Justice to the State of New York, Division of Criminal Justice Services (DCJS). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or DCJS.@
- The applicant also agrees that one copy of any such publication will be submitted to DCJS to be placed on file and distributed as appropriate to other potential grantees or interested parties. DCJS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.
24. It will include in its application a signed *Certification Regarding Debarment , Suspension, Ineligibility, and Voluntary Exclusion*.
25. If the grant applied for is awarded, it will be provided by the State of New York from funds appropriated under one of the various titles of the Violent Crime Control and Law enforcement Act of 1994 (PL 103-322). The applicant assures that all information contained in the application is correct and that it will abide by all statutes, rules, and regulations of the United States and of New York State affecting the conduct of grantees, as

well as to conform to the terms and conditions stated in the contractual agreement.

GRANTEE ACCEPTANCE OF CERTIFIED ASSURANCES (Signature of Chief Executive of Unit of Local Government or Community Organization, or State Agency Head)

(Signature)

(Date)

Name: _____

Title: _____

**Appendix B: Erie County Department of Mental Health New York State Division of Criminal Justice Service
Congregate Transitional and Scattered Site Housing
Erie County Department of Mental Health
Program Outcome Performance Evaluation**

| Agency Name: _____ | | Contract Year: 2007 | | | | | | | |
|---|---|---|---|---|-----------------------|---|-----------------|-----------------------|--|
| Submission Type: _____ | | Contract: _____ YTD Thru April 30th: _____ YTD Thru August 31st: _____ Year End: _____ | | | | | | | |
| Program or Program Cluster Name: _____ | | | | | | | | | |
| Outcome Description | Service Activities | Performance Target | Outcome Achievement to Date | | Variance | Comments | ECMHM Use Only: | | |
| A simple listing of the measurable consumer outcomes/performance targets to be achieved during the contract period, each specifying the intended measurable quantity of achievement | The services, methods, and/or approaches to be used to achieve the outcomes/ performance targets. | Statement of methods for valid measuring/ analyzing outcomes/ performance targets' achievement. This should include the naming of any valid instruments and/or analytical methodologies to be employed. | Indicate numerator and denominator utilized for calculation of target value I.e. numerator=# meeting criteria / denominator = Max. possible n | Indicate actual % or number YTD, followed by the denominator and numerator utilized in calculation. | +/- from target value | For those outcomes with YTD performances below contracted levels state what management efforts have/will occur to address any shortfalls. If this is a subsequent report provide an indication of the effectiveness of those efforts and where appropriate any additional action taken. Also state any difficulties with the measure/outcome here. Attach an additional page(s) if necessary. | Check if "New" | Credited % (Max 100%) | |
| Outcome #1- New for contract yr.?: Y or N | | | | | | | | | |
| #2 New for contract yr.?: Y or N | | | | | | | | | |
| #3-New for contract yr.?: Y or N | | | | | | | | | |
| #4-New for contract yr.?: Y or N | | | | | | | | | |
| #5-New for contract yr.?: Y or N | | | | | | | | | |

| | | | | | | | | | |
|---|---|--|--|--|--|--|--|--|--|
| <p>ECMHM use only: Avg. Outcome Credited for Included Outcomes: Is Avg. Credited Outcome Achievement <95%; Y or N: If yes, % points below 95%: Coordinator: Date:</p> | <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> | | | | <p>Excluded Outcome #(s) and reason:</p> <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> | | | | |
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