

ADDITIONAL ASSURANCES

Rev. 3/2014

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

1. The Federal funds for this contract are from Catalog of Federal Domestic Assistance (CFDA) Number(s):
2. By signing this Agreement, the Contractor agrees to comply with the Office's requirements for Operational Processes, Policies and Procedures as set forth in the Office's training and administrative activities manual entitled, Operations Manual for Training Vendors (OMTV).
3. Contractors are required to comply with all applicable Federal and State law and regulations and to provide copies of all audits prepared in accordance with Federal requirements (e.g., A-133 audits). Two copies of such audits should be mailed to the designated payment office (DPO) stated below.
4. No current officers, directors, or incorporators shall be hired or retained by the CONTRACTOR to fill any staff position or perform any services required under this AGREEMENT. However, current officers, directors, and incorporators may provide services under this AGREEMENT on a voluntary basis with the prior approval of OCFS. No parents, spouses, siblings, or children of current officers, directors, or incorporators may be employees or consultants paid from the funds under this AGREEMENT.
5. The Contractor agrees to comply with the Agreement and Appendices, attached hereto and incorporated by reference herein.
6. For the purposes of Training and Administrative Agreements, NYS Financial Claim Report shall mean 'Summary of Costs Form (OCFS-3106)' and all supporting schedules as described in the Operations Manual for Training Vendors (OMTV).
7. Claims for Reimbursement under this workplan shall be submitted within the timeframes and in the manner described in the Operations Manual for Training Vendors (OMTV) "Part Two, Section 18. Costs Management and Reimbursement" and submitted to the Designated Payment Office (DPO).

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8. Consultant/Subcontracts: The Contractor agrees to follow and comply with the procedures as outlined in the Operations Manual for Training Vendors (OMTV) regarding services provided by a consultant or subcontractor to conduct services outlined in or associated with the project. Subcontractors shall be paid on a timely basis after submitting the required reports and vouchers for reimbursement of services. When the Contractor has received a complete voucher from a subcontractor with all required information for the period of the reimbursement request, yet fails to pay the subcontractor for a period exceeding sixty days of receipt, the Office reserves the right to process direct payments to reimburse subcontractors for services rendered. The Contractor's request for reimbursement for the same period will then be adjusted accordingly. Subcontractors shall contact the State directly at the Designated Payment Office address listed in this Appendix to report delinquent reimbursements. The Contractor shall inform its subcontractors of this condition and shall not impose any penalty or inconvenience upon subcontractors who choose to contact the State directly under this condition.

9. The Vendor agrees that at the completion of any scientific study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Office at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name (s) and business address (es) of the principal (s) producing the scientific or statistical study, report or analysis. The Vendor agrees and acknowledges the right of the Office, in consultation with OTDA, DOH, and DOL to release the name (s) and business address (es) of the principal (s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

10. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Employee Confidentiality Certification and Employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

11. Unless this AGREEMENT specifically provides otherwise, any and all copyrightable material or work products created or produced by the contractor under this AGREEMENT shall be considered 'work for hire' or 'work produced for the Office' by the Contractor and shall be owned exclusively by OCFS and the State of New York. OCFS and the State of New York will, and expressly reserve the right to, hold the copyright to any and all copyrightable material or work products created or produced by the Contractor under this AGREEMENT. The Contractor will neither claim nor assert any interest, proprietary or otherwise, in any copyrightable materials or work product created or produced by the contractor under this AGREEMENT. The Contractor acknowledges that it has no interest, proprietary or otherwise, in any copyrightable materials or work product created or produced by the contractor under this AGREEMENT.

The Contractor hereby warrants that any copyrightable material or work products created or produced by the Contractor under this AGREEMENT shall be original except for such portions as may be part of copyrighted works that are included with the permission of the owner of the copyright. If such material is included, the Contractor warrants that the Contractor has obtained from the holder of the copyright all permissions necessary for the Office and the State of New York to hold the copyright to the copyrightable material or work products created or produced by the contractor under this AGREEMENT.

The Contractor hereby warrants that any copyrightable material or work products created or produced by the Contractor under this AGREEMENT contain no libelous or unlawful statements or materials and that it will not infringe on any copyright, trademark, patent, statutory or other proprietary rights of others.

The Contractor hereby agrees that it will not use, publish, permit to be published or distribute for use any copyrightable material or work products created or produced by the contractor under this AGREEMENT without the prior written permission of the Office.

The Contractor will retain the copyright to any proprietary material used in connection with this AGREEMENT that was created independently by the Contractor without the financial support of the Office or the State of New York. The Office and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted and copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT to which OCFS and the State of New York do not hold the copyright. All publications by the Contractor covered by this AGREEMENT that include material resulting from this AGREEMENT or that arise from activity supported by this AGREEMENT where the copyright is held by the Contractor shall expressly acknowledge the Office's right to such license. All publications by the Contractor covered by this AGREEMENT that include material under the copyright of the Office shall expressly acknowledge the Office's copyright.

12. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.