

Bureau of Training

APPENDIX A-2

Rev. 1 /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 "Contractor" 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) and any subsequent updates to such manual.
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 without prior approval of OCFS.
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 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 DPO at the following address:

Program Office:	NYS Office of Children and Family Services
Program Area:	Bureau of Training
Program Officer:	Pamela Shufelt
Telephone:	(518) 486-5856
Address:	52 Washington Street, Room 234 North Rensselaer, New York 12144

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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) and any subsequent updates 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. 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.