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| STATE AGENCY (Name & Address):  NYS Education Department  89 Washington Avenue  Room 503W - EB  Albany, NY 12234 | BUSINESS UNIT/DEPT. ID: SED01/3300390  CONTRACT NUMBER: «ContractNumb»  CONTRACT TYPE:  Multi-Year Agreement  Simplified Renewal Agreement  Fixed Term Agreement |
| CONTRACTOR SFS PAYEE NAME:  «LegalVendorName» | TRANSACTION TYPE:  New  Renewal  Amendment |
| CONTRACTOR IDENTIFICATION NUMBERS:  NYS Vendor ID Number: «SfsVendorID»  Federal Tax ID Number: «FederalID» | PROJECT NAME:  Science and Technology Entry Program (STEP)  ASSISTANCE LISTINGS (formerly CFDA)  NUMBER (ALN) (Federally Funded Grants Only): |
| CONTRACTOR PRIMARY MAILING ADDRESS:  «Address»  «Address2»  «City», «State» «Zip»  CONTRACTOR PAYMENT ADDRESS:  Check if same as primary mailing address  CONTRACT MAILING ADDRESS:  Check if same as primary mailing address  CONTRACT PRIMARY E-MAIL ADDRESS: | CONTRACTOR STATUS:  For Profit  Municipality, Code:  Tribal Nation  Individual  Not-for-Profit  Charities Registration Number:  «CharityNumber»  Exemption Status/Code:  Sectarian Entity |

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| CURRENT CONTRACT TERM:  From: July 1, 2025 To: June 30, 2030    AMENDED TERM:  From: To: | CONTRACT FUNDING AMOUNT  (*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected  amount of the contract):  CURRENT: «Amount»  AMENDED:  FUNDING SOURCE (S)  State  Federal  Other |
| ATTACHMENTS PART OF THIS AGREEMENT:  Appendix A  Attachment A:  A-1 Agency Specific Terms and Conditions  A-2 Program Specific Terms and Conditions  A-3 Federally Funded Grants and Requirements Mandated by Federal Law  Attachment B:  B-1 Expenditure Based Budget  B-2 Performance Based Budget  B-3 Capital Budget  B-4 Net Deficit Budget  B-1 (A) Expenditure Based Budget (Amendment)  B-2 (A) Performance Based Budget (Amendment)  B-3 (A) Capital Budget (Amendment)  B-4 (A) Net Deficit Budget (Amendment)  Attachment C: Work Plan  Attachment D: Payment and Reporting Schedule  Attachment R: Data Privacy Appendix  Other | |

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| IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.   |  |  | | --- | --- | | CONTRACTOR:  «LegalVendorName»  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | THE PEOPLE OF THE STATE OF NEW YORK  Betty A. Rosa  Commissioner of Education  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Julia Patane or Aaron Baldwin  Authorized Contract Officers  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   STATE OF NEW YORK  County of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  On the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, \_\_\_\_, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, that he/she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.  (Notary)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   |  |  | | --- | --- | | ATTORNEY GENERAL’S SIGNATURE  Printed Name  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | STATE COMPTROLLER’S SIGNATURE  Printed Name  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

## CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

## WITNESSETH:

**WHEREAS**, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

**WHEREAS**, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

## STANDARD TERMS AND CONDITIONS

1. **GENERAL PROVISIONS**
   1. **Order of Precedence:** In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:
      1. Appendix A – Standard Clauses for New York State Contracts
      2. Contract for Grants Standard Terms and Conditions
      3. Modifications to the Face Page
      4. Modifications to Attachment A-2:Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1](#_bookmark0), Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
      5. The Face Page

1 For modifications required by the Federal government see Section I(M).

* + 1. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
    2. Modifications to Attachment A-1: Agency Specific Terms and Conditions
    3. Attachment A-1: Agency Specific Terms and Conditions
    4. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

* 1. **Funding:** Funding for the term of the Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).
  2. **Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.
  3. **Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.
  4. **Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
  5. **Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

* 1. **Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery;

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

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

* 1. **Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.
  2. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.
  3. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
  4. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.
  5. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
  6. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

## Renewal:

* + 1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
    2. **Renewal Notice to Not-for-Profit Contractors**: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not- for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

## TERMINATION AND SUSPENSION

* 1. **Termination:**
     1. **Grounds:**
        1. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
        2. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
        3. Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor’s expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
        4. Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
        5. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency’s discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor’s responsibility.
        6. Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a “force majeure” event. For purposes of the Contract, “Force majeure” shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

## Effect of Notice and Termination on State’s Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

## Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor’s failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor;

b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State’s ability to pursue such other legal or equitable remedies as may be available.

## Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor’s expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

## ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

* 1. **Contractor as an Independent Contractor/Employees:**
     1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

* + 1. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

## Subcontractors:

* + 1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
    2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
    3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
    4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
    5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
    6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

## Use of Material, Equipment, Or Personnel:

* + 1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State’s prior written permission.
    2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

## Property:

* + 1. For the purposes of the Contract, “Property” is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

* + - 1. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor’s cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
      2. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
      3. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
      4. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
      5. No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
    1. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
       1. For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase “useful life” is defined in Internal Revenue Code § 1.169- 2).
       2. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
    2. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).
    3. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

* + 1. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## Records and Audits:

* + 1. **General:**
       1. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
       2. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
          1. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
          2. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
          3. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
          4. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
       3. The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
       4. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall

timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

* + - 1. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State’s rights in connection with discovery in any pending or future litigation.

## Confidentiality:

* + 1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work (“Confidential Information”) for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor’s staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
    2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
    3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
    4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
    5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
    6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
    7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

## Publicity:

* + 1. Publicity regarding the work, services, performance, and/or project governed by this Agreement

may not be released without prior written approval from the State. For the purposes of this Agreement, “Publicity” includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State’s name, or other such references to the State in any document or forum.

* + 1. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:
       1. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
       2. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.
    2. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor’s performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

## Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

## Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or

payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

* + 1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor’s compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
    2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

## Charities Registration:

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

## Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non- responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non- responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

## Workers' Compensation Benefits:

* + 1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
    2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**APPENDIX A**

**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 State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless 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, if this contract exceeds

$50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) 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 $25,000, 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed

$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds

$200,000.

1. **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.
2. **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, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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.
3. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage

and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3- a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

1. **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.
2. **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 (2 NYCRR § 105.4).
3. **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.

1. **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.
2. **IDENTIFYING INFORMATION AND PRIVACY**

**NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee’s identification number. The number is any or all of the following: (i) the payee’s Federal employer identification number, (ii) the payee’s Federal social security number, and/or

(iii) the payee’s Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

1. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

1. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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;
2. 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
3. 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. 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 clause. 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 Department of Economic Development’s Division of Minority and Women’s Business Development pertaining hereto.

1. **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.
2. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
3. **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.
4. **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.
5. **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.

1. **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 Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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.

1. **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.
2. **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 and Technology Development 625 Broadway

Albany, New York 12245 Telephone: 518-292-5100

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

NYS Department of Economic Development

Division of Minority and Women’s Business Development 633 Third Avenue 33rd Floor

New York, NY 10017 646-846-7364

email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov) [https://ny.newnycontracts.com/FrontEnd/searchcertifieddir](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fny.newnycontracts.com%2FFrontEnd%2Fsearchcertifieddirectory.asp&data=05%7C01%7CBradley.Allen%40ogs.ny.gov%7C07e93ddbe7724c0737a408db5793a42e%7Cf46cb8ea79004d108ceb80e8c1c81ee7%7C0%7C0%7C638200063847647689%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=1QagyzmFXhFPSsIsYt57VrXQpxA4Tw6kD6PHIqJx7wM%3D&reserved=0) [ectory.asp](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fny.newnycontracts.com%2FFrontEnd%2Fsearchcertifieddirectory.asp&data=05%7C01%7CBradley.Allen%40ogs.ny.gov%7C07e93ddbe7724c0737a408db5793a42e%7Cf46cb8ea79004d108ceb80e8c1c81ee7%7C0%7C0%7C638200063847647689%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=1QagyzmFXhFPSsIsYt57VrXQpxA4Tw6kD6PHIqJx7wM%3D&reserved=0)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

1. 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;
2. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
3. 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
4. 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.
5. **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, codified in State Finance Law

§ 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

1. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security

Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

1. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
2. **PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.
3. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law

§ 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

1. **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: <https://ogs.ny.gov/iran-divestment-act-2012>

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.

1. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

General

1. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
2. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at http:/www.nysed.gov/cafe/.
3. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
4. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

Safeguards for Services and Confidentiality

1. Notwithstanding Standard Terms and Conditions IV (G) (3), any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
2. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
3. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
4. No fees shall be charged by the Contractor for training provided under this agreement.
5. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
6. All inquiries and requests regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
7. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
8. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

# **Program Requirements**

Institutions that receive a STEP award will be required to:

1. Provide assistance to eligible students in acquiring the skills, attitudes, and abilities necessary to pursue professional or pre-professional study in post-secondary degree programs in scientific, technical, and health-related fields.
2. Prepare and deliver curriculum-related activities and services that include:
3. comprehensive program activities that emphasize the concrete aspects of the scientific, technical, or health-related discipline as it relates to a professional career, through laboratories, relevant work experience opportunities, or similar activities.
4. academic, career and financial aid advisement to ensure that such students are fully aware of the opportunities and necessary preparations for professional careers in scientific, technical, or health-related fields.
5. quantifiable measures to assess the effectiveness of the activities and services in promoting the purposes of the Science and Technology Entry Program,
   * including the persistence rate of participating students;
   * the persistence rate of participating students in completing mathematics and science courses in an academic track;
   * the college placement rate of participating students in professional or pre-professional programs in scientific, technical, or health-related fields.
6. effective collaborative educational programs with neighboring secondary schools; the ability and willingness to cooperate with other postsecondary institutions in operating a program;
7. a location within a school district, or at least half of the institutions in the consortium, with an enrollment comprised of at least twenty percent (20%) minority group students or a location near such a district that is accessible by public transportation.
8. Ensure that STEP is an academic opportunity program that must be overseen by academic or student affairs at the institution and provide suitable institutional support.

PROPOSED for 2025-2030 RFP:

STEP Suggested Minimum Staffing:

Per the chart below, the number of staff should match the requested contracted headcount (number of students to be served) for the application, and all professional staff should have a background working with students in grades 7-12.

|  |  |
| --- | --- |
| Contracted Headcount | Professional Staff FTE Required |
| 50 – 99 | .5 |
| 100 – 199 | 1 |
| 200– 299 | 1.5 |
| 300-399 | 2 |
| 400 and up | 2.5 |

The project lead for the proposed STEP project should report directly to senior level administrator of the institution. A senior level administrator is one who directly reports to either the institution’s President, Chief Academic/Student Affairs Officer and/or governing board.

1. All programs must provide services to students enrolled in secondary education (grades 7 – 12). Program services must address students’ academic and collegiate preparation in science, technology, health-related fields, and licensed professions. All programs must provide services to all grades 7-12.
2. Provide program activities to assist students in acquiring the skills and aptitudes necessary to pursue postsecondary education leading to careers in scientific, technical, or health-related fields, or the licensed professions. The program must consist of instructional activities and services that emphasize the relationship between a course of study and careers in the targeted fields. Activities must also include academic career advisement to apprise students of the opportunities and prerequisites for the pursuit of careers in science, technology, and health-related fields, and the licensed professions.
3. Provide services and activities to enhance and increase students’ mathematical skills, and experiences in the sciences and laboratory science in accordance with the current NYSED standards for high school graduation. Program activities must enhance and support students’ abilities to perform tasks in computing, statistics, algebra, and geometry, and increase students’ knowledge in at least one field of science such as biology, chemistry, or physics. All activities must be in compliance with the most current NYS learning standards, which can be found at the [NYSED website](https://www.nysed.gov/curriculum-instruction).
4. Provide at least one MOU (Memorandum of Understanding) between the proposing institution and a local public, private and/or charter school or district. An MOU with a partner school must include authorization for the applicant institution to obtain and review school records, which include but are not limited to report cards, transcripts, attendance records, and college acceptance letters. Such shared educational information on the STEP participant between the applicant and school district will be handled in accordance with the Family Educational Rights and Privacy Act (FERPA) and all information obtained will remain confidential, in accordance with all applicable New York State laws.
5. Promote and encourage collaborations with Statewide & Regional partners:
6. Collaborate with the Collegiate Science and Technology Entry Program (CSTEP) (e.g., generate a list of high school juniors to share with CSTEP projects or share list of STEP alumni attending CSTEP institutions, etc.).
7. Participate in Statewide & Regional Network Committees.
8. Implement a parent component with clearly defined roles, responsibilities, and activities. Establish a relationship between the parents and the program. The parent group must meet at least twice a semester.
9. Develop and implement a STEP Advisory Committee with membership representatives from various stakeholder groups, such as students, parents, local K-12 administrators/teachers, and campus faculty/staff, and designated individuals for which the program holds an MOU. The purpose of the STEP Advisory Committee is to meet, at minimum, annually to discuss upcoming programming or the calendar of events and assist with the self-review process.
10. Provide all students with an opportunity to participate in Service-Learning. Students should be made aware of what Service-Learning is, how it relates to their studies and the benefits of this collaborative and collective activity. Service-Learning projects can involve direct and indirect services that students could provide to their communities.
11. Ensure audit accountability, as each institution must adhere to the Generally Accepted Accounting Principles and reflect STEP and institutional monies by line item, separate from all other institutional accounts. State, institutional, Federal, and other grant funds must be clearly delineated.
12. Provide a minimum of 25% matching funds from institutional, governmental (other than New York State) and other in-kind sources.

All STEP projects are required to conduct a summer program that may include, but not be limited to, research experience, internship opportunities, academic support and/or career exploration.

**Note: Projects must be conducted at a facility that will provide reasonable** **accommodations to meet the accessibility needs of individuals with disabilities who will participate in project activities. The institutions conducting the programs are responsible for special accommodations, such as interpreters, assistive listening devices, large print, or Braille materials, etc.**

# **NYSED Consortium Policy for State and Federal Discretionary Grant Programs**

1. The consortium must designate one of the members to serve as the applicant/ fiscal agent for the grant. The applicant agency/fiscal agent must be an eligible grant recipient. All other consortium members must be eligible grant participants, as defined by the program statute or regulation.
2. In the event a grant is awarded to a consortium, the grant or grant contract will be prepared in the name of the applicant agency/fiscal agent, not the partnership/consortium, since the group is not a legal entity.
3. The applicant agency/fiscal agent must meet the following requirements:
4. Must be an eligible grant recipient as defined by statute;
5. Must receive and administer the grant funds and submit the required reports to account for the use of grant funds;
6. Must require consortium members to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide. An MOU signed by all consortium member institutions must be submitted to NYSED and kept on file prior to the start of the contract. Funding for project and work cannot commence prior to submission of an MOU signed by each member institution;
7. Cannot act solely as a flow-through for grant funds to pass to other recipients. The fiscal agent must provide a minimum of 20% of the direct services supported by this grant, as reflected in the budget, except where SUNY or CUNY Research Foundations are the fiscal agent;
8. Must be an active member of the consortium;
9. Is PROHIBITED from sub granting funds to other recipients. The applicant/fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself;

Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each plan to participate.

# **Public Relations/Attributions of Funding**

In order to ensure the continued support and the commitment of resources to State-funded Science and Technology Entry Program projects, there must be public awareness of the program's positive impact on the lives of project participants and their families, schools, and communities. Positive publicity and community awareness also help to ensure that those who are eligible and who could benefit from participation are informed of the project's existence.

To facilitate public awareness, all funded Science and Technology Entry Program projects are required to ensure that all public relations materials, websites, and program related activities acknowledge that the project and its activities are supported, in whole or in part, by a grant from the New York State Education Department. In addition, when local, statewide, or national media report on the project's success or on honors received by students or staff, New York State Education Department funding must be acknowledged.

In addition, the project lead should submit copies of all local, statewide, or national media stories about the project and/or the project participants and staff to the State Education Department at the following address:

*Attn: STEP*

*Office of Postsecondary Access, Support and Success*

*New York State Education Department*

*89 Washington Avenue, EBA 960*

*Albany, New York 12234*

Telephone: *(518) 474-3719*

Email: [*kiap@nysed.gov*](mailto:kiap@nysed.gov)

Questions about this policy may be directed to the appropriate project liaison. The foregoing publicity requirements are subject to any additional terms and conditions that are defined in the master grant contract.

# **Funding Limitations**

The specific amount of awards depends upon the legislative appropriation and the review and approval of an institution's application for funding by the New York State Education Department (NYSED). While these guidelines call for a five-year proposal, funding in years two through five is dependent on satisfactory performance (the ability to maintain an enrollment of 95% of the contracted total and to provide programmatic services that meet all program requirements as outlined in this RFP), legislative appropriation and the submission of appropriate budget documents and work plan approved by NYSED.

NYSED may suspend funding to any project that fails to provide required reports or carry out the priorities and requirements of STEP as identified in the RFP and subsequent contract.

Each institution may submit more than one proposal only if the institution has two or more geographically separate campuses and provides separate activities for unduplicated students on each campus. An institution may not submit applications as both a consortium and stand-alone program unless the programs are located on and serve two geographically separate campuses. A consortium is defined as an association or grouping of institutions set up for a common purpose that would be beyond the capabilities of a single member of the group. A consortium must meet all requirements established in NYSED’s Consortium Policy for State and Federal Discretionary Grant Programs found in Section VI of this RFP.

**The maximum award for an individual STEP project that was previously funded in the 20-25 cycle (“previously funded Individual Projects”) will be $600,500 per year****. New projects will be capped at a maximum budget of $299,500 (which equates to a headcount of 125) during the 2025-2030 cycle to demonstrate the ability to effectively meet programmatic requirements and goals in a sustained manner. The maximum award for a consortium STEP project will be $999,500 per year.**

The maximum amount of funding that may be requested in any one application will be determined by the minimum number of student participants the project commits to serve contractually on an annual basis. The number of students will be based on the “unduplicated count,” which is the number of students participating throughout the grant year (July 1 – June 30). The project may propose a budget that reflects a lower funding amount if the project deems it suitable for the scope of their project services or to address their ability to meet the required 25% match**. The minimum number of students (headcount) that must be served annually in a STEP project is 50 participants.**

Projects that serve between 50 and 99 students per year will be awarded a maximum of $2,500 for each student contracted to serve. The annual budget for a project contracted to serve 50 students per year may not exceed $125,000; the annual budget for a project contracted to serve 99 students per year may not exceed $247,500. (See the Funding Levels for Individual and Consortia STEP Projects tables below).

Projects that serve between 100 and 199 students per year will be awarded a maximum of $2,000 for each student they serve above 99. As such, the annual budget for a project contracted to serve 100 students per year may not exceed $249,500 ($247,500 + $2000); the annual budget for a project contracted to serve 199 students per year may not exceed $447,500 (i.e., $247,500+$200,000). (See the Funding Levels for Individual and Consortia STEP Projects tables below.)

**Previously funded Individual Projects** that serve 200 or more students per year will be awarded a maximum of $1,500 for each student they serve above 199, up to a cap of $600,500 **per individual project**, per year. Thus, for example, the annual budget for a project contracted to serve 200 students per year may not exceed $449,000 (i.e., $447,500+$1,500). (See the Funding Levels for Individual and Consortia STEP Projects tables below.)

This approach seeks to award funding to successful projects in an equitable manner and maximize the number of students served statewide while recognizing that projects serving fewer students can bear a higher proportion of infrastructure and administrative costs per student.

Further, while individual projects that provide services to more than 301 students will not receive additional funds per student, serving higher numbers of proposed participants will be viewed favorably by reviewers in the scoring rubric for recruitment: “Describe all strategies and activities that will be used to recruit and select participants.”

Similarly, while consortium projects that provide services to more than 567 students will not receive additional funds per student, serving higher numbers of proposed participants will be viewed favorably by reviewers in the scoring rubric for recruitment: “Describe all strategies and activities that will be used to recruit and select participants.”

Projects that do not meet their contracted enrollment of participants will have their budget reduced proportionately (see the “Shortfalls in enrollment goals” section below for additional information).

All funding requests will be reviewed at the time of submission of an application. If certain costs cannot be supported by STEP funds, they will be eliminated from the budget.

**For an increase in available funding:**

A. If new or additional funding becomes available in years 0 or 1, and NYSED chooses to distribute this funding to applicants of this current RFP, NYSED will allocate the funds in this order by:

* 1. Making whole any funded programs that have received a partial award;
  2. Approving awards, in rank order, for eligible applicants who received passing scores, but who did not rank high enough to receive the initial funding;
  3. Allocating funds among already awarded programs. NYSED will offer all awarded programs, that have not fallen below 95% of their enrollment goal, according to the most recently submitted rosters of students (see the Shortfalls in Enrollment Goals section below). Maximum request amounts will be established by distributing funding proportionally (based on total annual budget)

B. If new or additional funding becomes available in year 2, and NYSED chooses to distribute this funding to applicants of this current RFP, NYSED will allocate the funds in this order by:

1. 50% of the additional funds to make whole any funded program that received a partial award and the remainder of the 50% to approve awards, in rank order, for eligible applicants that received passing scores, but who did not rank high enough to receive initial funding.
2. 50% of the additional funds are to be allocated among already awarded programs that have not fallen below 95% of their enrollment according to the most recently submitted rosters of students (see the Shortfalls in Enrollment Goals section below). Maximum request amounts will be established by distributing funding proportionally (based on total annual budget)
3. In the event there are remaining funds after making awards described in the preceding paragraph in years 0, 1 and 2, or if new or additional funding becomes available in years 3-5, NYSED may allocate the grant funds as determined by the Department.

Any contract changes resulting from an increase in available funding will be subject to review and approval by the Office of the State Comptroller.

**For a decrease in available funding:**

A decrease in funding for any subsequent funding year will result in a proportional reduction to all funded projects based on total annual budget.

**Shortfalls in enrollment goals:**

The STEP award recipient institution will furnish NYSED with a mid-year report indicating the number of students enrolled in its program as of February 15 in each program year. This roster is due March 15. The number of students listed in this roster will be compared against the number of students proposed to be served in the RFP’s Composite Budget. The Composite Budget is part of the Budget Narrative form, which can be accessed on NYSED’s [STEP website](https://www.nysed.gov/postsecondary-services/science-and-technology-entry-program-step) (Under ‘Application & Request for Proposal Information’).

**Probation for STEP Grantees**

Circumstances in which the IHEs will be put on probation:

1. Not meeting 90% threshold for contracted headcount for two consecutive years.
2. Non-compliance with RFP requirements (e.g., not submitting reports and budgets or submitting them late).

The IHEs not meeting contracted headcount and those on probation will have to submit a performance improvement plan and are subject to receive a site visit at NYSED’s discretion. An IHE not meeting the above requirements for the last year of the previous RFP cycle may be put on probation in the first year of the upcoming cycle should they apply for and be awarded a grant.

**Existing grantees**

If an existing grantee is unsuccessful in obtaining an award under this or a subsequent RFP, the institution of higher education should continue providing services to those students already enrolled in the program, to the greatest extent practicable. Institutions should develop a plan for continuing services until students enrolled during the grant period are no longer in the program to minimize the impact on their education.

# **Budget**

Applicants should refer to the [Fiscal Guidelines for Federal and State Aided Grants](http://www.oms.nysed.gov/cafe/guidance/guidelines.html) while preparing their program budgets.

1. **Use of Funds**
2. Activities funded by a STEP grant contract will be administered pursuant to a written agreement between the State Education Department and the participating institution.
3. STEP funds may not be used for purposes that have not been described in the authorizing statute, the Regulations of the Commissioner of Education, or this RFP. Amendments to the proposal during the course of the year that involve changes in the manner in which STEP funds are expended must have prior written approval from NYSED. See **E. Transfer of Funds** below for additional information.
4. Program changes (**especially leadership, organizational structure, and space**) must have prior written approval from NYSED.
5. **Allowable Expenses**

Under §6454 of the NYS Education Law, Science and Technology Entry Program monies as part of a program may be used for tutoring, academic, financial, and career advising, college readiness special summer courses, academic enrichment, recruitment, and program administration.

Allowable costs include the following:

1. Program administration, including professional and non-professional salaries, benefits, staff travel for required program administration as approved by NYSED.

**\*Note:** All Out-of-state travel requires prior approval by NYSED liaison

1. Stipends for students participating in approved STEP activities including, but not limited to, supervised research opportunities and internships (the maximum stipend must be consistent with the average for similar activities at the institution or in the region).
2. Program activities in accordance with the mission of STEP, such as field trips, student conference expenses, program achievement/awards, and related fees/charges, standardized tests/instruction fees, etc.
3. Expenses related to program attendance such as participant transportation.
4. Student classroom supplies, including laboratory supplies, calculators, etc.
5. Administrative and instructional supplies, materials, and equipment (including instructional or administrative computer software and computers, lab equipment, etc.). When equipment/technology is purchased with STEP funds, it is the responsibility of the institution to ensure that an inventory is completed and that a copy is submitted to NYSED upon request. If a program closes, any equipment purchased with NYSED funds must be released for transfer to another STEP program so that equipment continues to support STEP students. NYSED staff will assist in arranging the transfer of such equipment.

**Note:** Those items with a unit value of $5,000 or more and having a useful life of more than one year must be reported in the equipment category on the Budget Form.

1. Evaluation materials and activities.
2. STEP staff development/training (\*All out of state travel requires prior approval by NYSED).
3. Program brochures/materials and promotional activities.
4. Subcontracts for program services can be made.
5. Indirect costs at no more than 8% are allowed.
6. **Non-Allowable Costs**
7. Funds for indirect expenses provided by the state STEP award may not exceed eight percent (8%) of total STEP grant expenditures. Indirect costs cannot be charged on certain expenses, including:
   1. Equipment purchases
   2. Stipends/Honoraria
   3. Tuition
8. Funds for indirect expenses provided by the institution may not exceed 20 percent of the matching funds contributed by the institution and/or other non-NYS sources.
9. State STEP funds cannot be used for organizational dues or items not specifically allowed under the categories identified above.
10. State STEP funds cannot be used to pay for the salary or stipend of the STEP project lead’s Supervisor, or someone designated as a Principal Investigator for the grant contract (in their role as supervisor or PI.
11. State STEP funds may not be used for purposes other than those described in the approved grant contract.
12. Rental of office or meeting space, storage facilities, fixtures, or the purchase of office furnishings. Rent cannot be charged if the IHE occupies the space or owns the item involved.
13. State STEP funds may not be used for cultural enrichment or other social activities.
14. Funds must supplement, not supplant, existing funding sources.
15. **Fringe Benefits**

The rate for fringe benefits cannot exceed the actual rate paid by the institution. For SUNY institutions, the maximum rate that will be considered is the rate allowed by the New York State Office of the State Comptroller (OSC).

The rate for fringe benefits cannot exceed the actual rate paid by the institution for benefits actually received by the covered employee. Only administrative costs directly attributable to the program are allowed by law; it is not permissible to deduct fringe benefits costs for employees who do not receive the benefits. For CUNY and SUNY institutions, the maximum rate that will be considered is the rate allowed by the New York State Comptroller’s Office (OSC).

1. **Transfer of Funds**

Failure to follow these procedures may result in the disallowance of all expenditures not previously approved by STEP-SED.

1. Consistent with the Fiscal Guidelines for Federal and State Grants, budget transfers must be requested using [Form FS-10-A](https://www.oms.nysed.gov/cafe/forms/): Proposed Amendment for a Federal or State Project.
2. All FS-10-A forms must be submitted anytime between the start date of any funding year and May 15th.
3. An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may still be subject to the approval of the Attorney General and the Office of the State Comptroller where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent (10%) for contracts of less than five million dollars, or five percent (5%) for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in the contract.
4. Funds must not be expended until the budget/contract amendment has been approved in writing.
5. **Institutional Funds**
6. Matching Funds
7. A minimum 25 percent match of the STEP grant contract is required. The matching requirement may be met through the institution's own resources, private sources, other non-New York State governmental sources, and in-kind services. All matching contributions must be used for activities related exclusively to the STEP project, and institutional accounts must be structured to reflect this contribution by appropriate line item.
8. Matching funds for indirect expenses provided by the institution may not exceed 20 percent of the matching funds contributed by the institution and/or other non-NYS sources.
9. Program Support
   1. The institution must provide sufficient space and institutional resources (e.g., storage space, communications access, information technology support, etc.) consistent with other academic support programs on the campus for the effective operation of the program.
   2. Programs must have access to and use of space as needed to conduct the following: group meetings/workshops, conferencing, confidential academic and/or financial advising, program administration, tutoring services, and secure storage for all project materials and technology.
   3. Projects must meet the needs of individuals with disabilities who will participate in project activities, in compliance with applicable laws, including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
10. Institutional Obligation
    1. Institutions approved for funding will have an obligation to honor the institutional amount committed in support of the program in each budget category. This obligation will be reflected in the approved budget agreed to by NYSED and the institution.
    2. The budget indicating matching funds may be amended only upon the written agreement by IHE and program office.
11. **STEP Payment Schedule and Financial Reporting**
12. Activities funded under a STEP award will be administered pursuant to a written contract between NYSED and the funded applicant institution or applicant lead institution of a consortium.
13. [Budgets](https://www.oms.nysed.gov/cafe/forms/) ([FS-10](https://www.oms.nysed.gov/cafe/forms/))
    1. The application must include a separate FS-10 budget form for each of the five years of the program.
    2. General descriptions of expenditures, applicable cost principles and administrative regulations are available in the [Fiscal Guidelines for Federal and State Grants](https://www.oms.nysed.gov/cafe/guidance/guidelines.html).
    3. Fiscal forms such as the FS-10 can be found on the [Grants Finance website](http://www.oms.nysed.gov/cafe/forms/) and the most recent copy of the STEP Budget Narrative (with Composite budget) can be located at NYSED’s [STEP website](https://www.nysed.gov/postsecondary-services/science-and-technology-entry-program-step).
14. Not-for-Profit Applicants
    * + - 1. The initial payment of 25% of the Year 1 budget will be made upon execution of the contract.
          2. Subsequent payments will be made following the project submission of an **FS-25** form.
          3. The final payment of **10%** occurs upon the approval of the Final Program and Expenditure Reports (**FS-10F Long Form**). This form is due to Grants Finance 30 days after the close of the grant year.
          4. Fiscal forms such as the FS-25 and FS-10F can be located on the [Grants Finance website](http://www.oms.nysed.gov/cafe/forms/).
15. For-Profit Applicants
16. For-profit institutions will receive payment for work or service that has been performed. The applicant may receive interim payments (up to 90 percent of the grant contract), but only actual expenditures will be reimbursed**.**
17. The final reimbursement payment of **10%** occurs upon the approval of the Final Program and Expenditure Reports (**FS-10F Long Form**).

**Note:** *The Grant Contract is fully executed when it has been signed by the institution’s Chief Executive Officer or their designee, the New York State Education Department, the Office of the New York State Attorney General, and the New York State Office of the State Comptroller.*

1. **Records Retention**
2. All STEP-related institutional records, including student and fiscal records, are subject to audit by the State Education Department and the Office of the State Comptroller, or an agency designated by one of the above.
3. Fiscal records, including those identifying an expense of STEP funds, must be maintained for seven full years, or longer if required by institutional policy or practice.
4. Student records must be maintained for six years after the student graduates.
5. If a student withdraws from the institution prior to graduation, the student STEP record must be maintained for six years from the end of the academic term in which the student withdrew, or longer if required by institutional policy or practice.
6. Audit or litigation will "freeze the clock" for record retention purposes. Supporting documentation related to an issue under audit or litigation must be retained until resolved or the above general rule for record retention, whichever is longer.

# **Project Operational Guidelines**

1. **Operation Dates:**

For the initial program funding year, projects may begin as early as July 1, 2025, but must be completed by June 30, 2030. The operational dates for subsequent years covered by this proposal will be July 1 through June 30.

1. **Required Program Reports**
2. Late or inaccurate submissions of any budgetary forms and/or Programmatic reports may result in the suspension of funds.
3. Exceptions to due dates may be made to programs that have requested an extension in writing to their liaison and have received approval. Acceptable written requests may be sent via email or regular mail. All communication requesting an extension must be copied to the President, Provost of the institution, or appropriate supervisor and indicate the reason the institution is unable to submit its report on time.
4. Each institution receiving a STEP award will be required to submit two program reports annually: a mid-year report and a final report to NYSED.
   1. The mid-year report is to be received by NYSED not later than March 15 every year. This report specifies the enrolled STEP students and activities in operating the STEP program in a form and manner prescribed by NYSED. The STEP student headcount indicated on the report will be used to ensure that the institution has minimally met 95% of their budgeted STEP student headcount.
   2. The final program report is due no later than September 15 of each program year. The final report shall cover the period from July 1 through June 30 (the entire program year). This report, in a form and manner prescribed by NYSED, outlines the institution’s expenditures and activities in STEP for the program year and provides:
5. An analysis of program operation in terms of the stated requirements and to the extent to which the requirements were achieved.
6. An itemization of the institution's support of such program during the contract period including the use of outside (Federal, State, and local) funds.
7. Plans for program change, expansion, and development.
8. Data:
9. on the persistence rate of participating students;
10. on the persistence rate of participating students in completing mathematics and science courses in an academic track;
11. on the college placement rate of participating students in professional or pre-professional programs in scientific, technical, or health-related fields.
12. Each institution receiving a STEP award should submit an annual roster of their specific student participants to their respective school districts by April 1. Note: For data privacy reasons, institutions should NOT send their entire roster to school districts where students are not enrolled.
13. As indicated, the institution’s program reports will be reviewed upon receipt by NYSED for accuracy and completeness. The institution will be notified by NYSED if their submission is incomplete and/or requires additional information.
14. **Grant Recipient Responsibilities**
15. Projects must operate under the jurisdiction of the institution and are subject to at least the same degree of accountability as all other departmental expenditures of the institution.
16. The institution is responsible for the proper disbursement of, and accounting for, project funds.
17. Written Institution policy, as well as State rules pertaining to wages, mileage and travel allowances, overtime compensation, fringe benefits, competitive bidding, safety regulations, and inventory control must be followed.
18. Original supporting documents are required for all Grant Contract related transactions entered into the local agency's recordkeeping system.
19. Documents that authorize the disbursement of grant contract funds consist of purchase orders, contracts, time & effort records, delivery receipts, vendor invoices, travel documentation and payment documents. Supporting documentation for Grant Contracts must be kept for at least six years after the last payment was made unless otherwise specified by program requirements.
20. Additionally, audit or litigation will "freeze the clock" for record retention purposes until the issue is resolved. All records and documentation must be available for inspection by State Education Department officials or its representatives.

For additional information about grant contracts, please refer to the [Fiscal Guidelines for Federal and State Aided Grants](http://www.oms.nysed.gov/cafe/).

1. **Institutional Obligation**

Applicants receiving a STEP grant contract must honor the amount they have committed in the various budget categories. This obligation is reflected in the final budget agreed to by the State Education Department, the Office of the Attorney General, the Division of Budget, the Office of the State Comptroller, the Director of State Operations, and the institution/agency. Written approval of the Commissioner of Education and the Office of the State Comptroller may amend the budget.

**Data Security and Privacy Plan**

The Contractor agrees to comply with FERPA and New York State Education Law § 2-d. The NYS Education Department (NYSED) is required to ensure that all contracts with a third-party contractor that has access to or receives information include a Data Privacy and Security Plan, pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education.

NYSED’s Data Privacy Appendix (Attachment R), annexed to this RFP, the terms of which are incorporated herein by reference, shall also be part of the Contract.

### Accessibility of Web-Based Information and Applications

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information, and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor, and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

Contract Periods

Contract Type: Competitive Grant

Contract Term: July 1, 2025 – June 30, 2030

Contract Amount: <<amount>>

Contract Period Information Details

For Multi-Year contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Work Plan Indicator is provided to represent whether these details are included on the following pages.

## Contract Period Information

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Number | Dates | Amount | Amended Dates | Amended Amount | Budget and Work Plan Indicator |
| 1 | 7/1/25 – 6/30/26 |  |  |  |  |
| 2 | 7/1/26 – 6/30/27 |  |  |  |  |
| 3 | 7/1/27 – 6/30/28 |  |  |  |  |
| 4 | 7/1/28 – 6/30/29 |  |  |  |  |
| 5 | 7/1/29 – 6/30/30 |  |  |  |  |

**The University of the State of New York PROPOSED BUDGET FOR A**

**THE STATE EDUCATION DEPARTMENT FEDERAL OR STATE PROJECT**

***(see instructions for mailing address)* FS-10 (09/24)**

**Period 1 Local Agency Information**

Funding Source:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Report Prepared By: |  | | | | |
| Agency Name: |  | | | | |
| Mailing Address: |  | | | | |
|  |  | | | | |
|  |  |  |  |  |  |
|  | City |  | State |  | Zip Code |

Telephone #: County:

E-Mail Address:

Project Operation Dates: 7 1 2025 6 30 2026

Start End

**INSTRUCTIONS**

* **Submit the original budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying.** DO NOT submit this form to the Grants Finance.
* Enter whole dollar amounts only.
* Prior approval by means of an approved budget (FS-10) or budget amendment (FS-10-A) is required for:
* Personnel positions, number and type
* Equipment items having a unit value of $5,000 or more, number and type
* Minor remodeling
* Any increase in a budget subtotal (professional salaries, purchased services, travel, etc.) by more than 10 percent or $1,000, whichever is greater
* Any increase in the total budget amount.
* Certification on last page of FS-10 must be signed by Chief Administrative Officer or properly authorized designee.
* High-quality computer-generated reproductions of this form may be used.
* For further information on budgeting, please refer to the Fiscal Guidelines for Federal and State Aided Grants which may be accessed at www.oms.nysed.gov/cafe/ or call Grants Finance at (518) 474-4815.

**SALARIES FOR PROFESSIONAL STAFF: Code 15**

Include only staff that are employees of the agency. Do not include consultants or per diem staff. Do not include central administrative staff that are considered to be indirect costs, e.g., business office staff. One full-time equivalent (FTE) equals one person working an entire week each week of the project. Express partial FTE's in decimals, e.g., a teacher working one day per week equals .2 FTE.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 15 |  |

**SALARIES FOR SUPPORT STAFF: Code 16**

Include salaries for teacher aides, secretarial and clerical assistance, and for personnel in pupil transportation and building operation and maintenance. Do not include central administrative staff that are considered to be indirect costs, e.g., account clerks.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 16 |  |

**PURCHASED SERVICES: Code 40**

Include consultants (indicate per diem rate), rentals, tuition, and other contractual services. Copies of contracts may be requested by the State Education Department. Purchased Services from a BOCES, if other than applicant agency, should be budgeted under Purchased Services with BOCES, Code 49.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Provider of**  **Services** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 40 |  |

**SUPPLIES AND MATERIALS: Code 45**

Beginning with the 2005-06 year include computer software, library books and equipment items under $5,000 per unit.

For earlier years include computer software, library books and equipment items under 1,000 per unit.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 45 |  |

**TRAVEL EXPENSES: Code 46**

Include pupil transportation, conference costs and travel of staff between instructional sites. Specify agency approved mileage rate for travel by personal car or school-owned vehicle.

|  |  |  |  |
| --- | --- | --- | --- |
| **Position of Traveler** | **Destination**  **and Purpose** | **Calculation**  **of Cost** | **Proposed**  **Expenditures** |
|  |  |  |  |
|  |  | Subtotal - Code 46 |  |

**EMPLOYEE BENEFITS: Code 80**

Rates used for project personnel must be the same as those used for other agency personnel.

|  |  |  |
| --- | --- | --- |
| **Benefit** | | **Proposed Expenditure** |
| **Social Security** | |  |
| **Retirement** | **New York State Teachers** |  |
| **New York State Employees** |  |
| **Other** |  |
| **Health Insurance** | |  |
| **Worker's Compensation** | |  |
| **Unemployment Insurance** | |  |
| **Other (Identify)** | |  |
|  | |  |
|  | |  |
|  | |  |
| Subtotal – Code 80 | |  |

**INDIRECT COST: Code 90**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. Modified Direct Cost Base – Sum of all preceding subtotals (codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding $25,000 and any flow through funds) | $ |  | | (A) |
| B. Approved Restricted Indirect Cost Rate |  | | % | (B) |
| C. (A) x (B) = Total Indirect Cost Subtotal – Code 90 | $ |  | | (C) |

**PURCHASED SERVICES WITH BOCES: Code 49**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Services** | **Name of BOCES** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 49 |  |

**MINOR REMODELING: Code 30**

Allowable costs include salaries, associated employee benefits, purchased services, and supplies and materials related to alterations to existing sites.

|  |  |  |
| --- | --- | --- |
| **Description of Work**  **To be Performed** | **Calculation of**  **Cost** | **Proposed**  **Expenditure** |
|  |  |  |
|  | Subtotal – Code 30 |  |

**EQUIPMENT: Code 20**

Beginning with the 2005-06 year all equipment to be purchased in support of this project with a unit cost of $5,000 or more should be itemized in this category. Equipment items under $5,000 should be budgeted under Supplies and Materials, Code 45. Repairs of equipment should be budgeted under Purchased Services, Code 40.

For earlier years the threshold for reporting equipment purchases was $1,000 or more. Equipment items under $1,000 should be budgeted under Supplies and Materials.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 20 |  |

**BUDGET SUMMARY: Period 1**

|  |  |  |
| --- | --- | --- |
| **SUBTOTAL** | **CODE** | **PROJECT COSTS** |
| Professional Salaries | 15 |  |
| Support Staff Salaries | 16 |  |
| Purchased Services | 40 |  |
| Supplies and Materials | 45 |  |
| Travel Expenses | 46 |  |
| Employee Benefits | 80 |  |
| Indirect Cost | 90 |  |
| BOCES Services | 49 |  |
| Minor Remodeling | 30 |  |
| Equipment | 20 |  |
| Grand Total | |  |

**CHIEF ADMINISTRATOR'S CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal (or State) award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.*  (*U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Date Signature**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Agency**  **Code:** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Project #:**  **(If pre-assigned)** |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Contract #:** |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Federal Employer ID #:**  **(New non-municipal agencies only)** |  |  |  |  |  |  |  |  |  |

**Agency Name:**

**FOR DEPARTMENT USE ONLY**

Funding Dates: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_ \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

From To

Program

Approval: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fiscal Year Amount Budgeted First Payment**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Voucher # First Payment**

**Finance:**

**Log Approved MIR**

**The University of the State of New York PROPOSED BUDGET FOR A**

**THE STATE EDUCATION DEPARTMENT FEDERAL OR STATE PROJECT**

***(see instructions for mailing address)* FS-10 (09/24)**

**Period 2 Local Agency Information**

Funding Source:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Report Prepared By: |  | | | | |
| Agency Name: |  | | | | |
| Mailing Address: |  | | | | |
|  |  | | | | |
|  |  |  |  |  |  |
|  | City |  | State |  | Zip Code |

Telephone #: County:

E-Mail Address:

Project Operation Dates: 7 1 2026 6 30 2027

Start End

**INSTRUCTIONS**

* **Submit the original budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying.** DO NOT submit this form to the Grants Finance.
* Enter whole dollar amounts only.
* Prior approval by means of an approved budget (FS-10) or budget amendment (FS-10-A) is required for:
* Personnel positions, number and type
* Equipment items having a unit value of $5,000 or more, number and type
* Minor remodeling
* Any increase in a budget subtotal (professional salaries, purchased services, travel, etc.) by more than 10 percent or $1,000, whichever is greater
* Any increase in the total budget amount.
* Certification on last page of FS-10 must be signed by Chief Administrative Officer or properly authorized designee.
* High-quality computer-generated reproductions of this form may be used.
* For further information on budgeting, please refer to the Fiscal Guidelines for Federal and State Aided Grants which may be accessed at www.oms.nysed.gov/cafe/ or call Grants Finance at (518) 474-4815.

**SALARIES FOR PROFESSIONAL STAFF: Code 15**

Include only staff that are employees of the agency. Do not include consultants or per diem staff. Do not include central administrative staff that are considered to be indirect costs, e.g., business office staff. One full-time equivalent (FTE) equals one person working an entire week each week of the project. Express partial FTE's in decimals, e.g., a teacher working one day per week equals .2 FTE.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 15 |  |

**SALARIES FOR SUPPORT STAFF: Code 16**

Include salaries for teacher aides, secretarial and clerical assistance, and for personnel in pupil transportation and building operation and maintenance. Do not include central administrative staff that are considered to be indirect costs, e.g., account clerks.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 16 |  |

**PURCHASED SERVICES: Code 40**

Include consultants (indicate per diem rate), rentals, tuition, and other contractual services. Copies of contracts may be requested by the State Education Department. Purchased Services from a BOCES, if other than applicant agency, should be budgeted under Purchased Services with BOCES, Code 49.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Provider of**  **Services** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 40 |  |

**SUPPLIES AND MATERIALS: Code 45**

Beginning with the 2005-06 year include computer software, library books and equipment items under $5,000 per unit.

For earlier years include computer software, library books and equipment items under 1,000 per unit.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 45 |  |

**TRAVEL EXPENSES: Code 46**

Include pupil transportation, conference costs and travel of staff between instructional sites. Specify agency approved mileage rate for travel by personal car or school-owned vehicle.

|  |  |  |  |
| --- | --- | --- | --- |
| **Position of Traveler** | **Destination**  **and Purpose** | **Calculation**  **of Cost** | **Proposed**  **Expenditures** |
|  |  |  |  |
|  |  | Subtotal - Code 46 |  |

**EMPLOYEE BENEFITS: Code 80**

Rates used for project personnel must be the same as those used for other agency personnel.

|  |  |  |
| --- | --- | --- |
| **Benefit** | | **Proposed Expenditure** |
| **Social Security** | |  |
| **Retirement** | **New York State Teachers** |  |
| **New York State Employees** |  |
| **Other** |  |
| **Health Insurance** | |  |
| **Worker's Compensation** | |  |
| **Unemployment Insurance** | |  |
| **Other (Identify)** | |  |
|  | |  |
|  | |  |
|  | |  |
| Subtotal – Code 80 | |  |

**INDIRECT COST: Code 90**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. Modified Direct Cost Base – Sum of all preceding subtotals (codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding $25,000 and any flow through funds) | $ |  | | (A) |
| B. Approved Restricted Indirect Cost Rate |  | | % | (B) |
| C. (A) x (B) = Total Indirect Cost Subtotal – Code 90 | $ |  | | (C) |

**PURCHASED SERVICES WITH BOCES: Code 49**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Services** | **Name of BOCES** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 49 |  |

**MINOR REMODELING: Code 30**

Allowable costs include salaries, associated employee benefits, purchased services, and supplies and materials related to alterations to existing sites.

|  |  |  |
| --- | --- | --- |
| **Description of Work**  **To be Performed** | **Calculation of**  **Cost** | **Proposed**  **Expenditure** |
|  |  |  |
|  | Subtotal – Code 30 |  |

**EQUIPMENT: Code 20**

Beginning with the 2005-06 year all equipment to be purchased in support of this project with a unit cost of $5,000 or more should be itemized in this category. Equipment items under $5,000 should be budgeted under Supplies and Materials, Code 45. Repairs of equipment should be budgeted under Purchased Services, Code 40.

For earlier years the threshold for reporting equipment purchases was $1,000 or more. Equipment items under $1,000 should be budgeted under Supplies and Materials.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 20 |  |

**BUDGET SUMMARY: Period 2**

|  |  |  |
| --- | --- | --- |
| **SUBTOTAL** | **CODE** | **PROJECT COSTS** |
| Professional Salaries | 15 |  |
| Support Staff Salaries | 16 |  |
| Purchased Services | 40 |  |
| Supplies and Materials | 45 |  |
| Travel Expenses | 46 |  |
| Employee Benefits | 80 |  |
| Indirect Cost | 90 |  |
| BOCES Services | 49 |  |
| Minor Remodeling | 30 |  |
| Equipment | 20 |  |
| Grand Total | |  |

**CHIEF ADMINISTRATOR'S CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal (or State) award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.*  (*U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Date Signature**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Agency**  **Code:** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Project #:**  **(If pre-assigned)** |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Contract #:** |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Federal Employer ID #:**  **(New non-municipal agencies only)** |  |  |  |  |  |  |  |  |  |

**Agency Name:**

**FOR DEPARTMENT USE ONLY**

Funding Dates: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_ \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

From To

Program

Approval: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fiscal Year Amount Budgeted First Payment**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Voucher # First Payment**

**Finance:**

**Log Approved MIR**

**The University of the State of New York PROPOSED BUDGET FOR A**

**THE STATE EDUCATION DEPARTMENT FEDERAL OR STATE PROJECT**

***(see instructions for mailing address)* FS-10 (09/24)**

**Period 3 Local Agency Information**

Funding Source:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Report Prepared By: |  | | | | |
| Agency Name: |  | | | | |
| Mailing Address: |  | | | | |
|  |  | | | | |
|  |  |  |  |  |  |
|  | City |  | State |  | Zip Code |

Telephone #: County:

E-Mail Address:

Project Operation Dates: 7 1 2027 6 30 2028

Start End

**INSTRUCTIONS**

* **Submit the original budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying.** DO NOT submit this form to the Grants Finance.
* Enter whole dollar amounts only.
* Prior approval by means of an approved budget (FS-10) or budget amendment (FS-10-A) is required for:
* Personnel positions, number and type
* Equipment items having a unit value of $5,000 or more, number and type
* Minor remodeling
* Any increase in a budget subtotal (professional salaries, purchased services, travel, etc.) by more than 10 percent or $1,000, whichever is greater
* Any increase in the total budget amount.
* Certification on last page of FS-10 must be signed by Chief Administrative Officer or properly authorized designee.
* High-quality computer-generated reproductions of this form may be used.
* For further information on budgeting, please refer to the Fiscal Guidelines for Federal and State Aided Grants which may be accessed at www.oms.nysed.gov/cafe/ or call Grants Finance at (518) 474-4815.

**SALARIES FOR PROFESSIONAL STAFF: Code 15**

Include only staff that are employees of the agency. Do not include consultants or per diem staff. Do not include central administrative staff that are considered to be indirect costs, e.g., business office staff. One full-time equivalent (FTE) equals one person working an entire week each week of the project. Express partial FTE's in decimals, e.g., a teacher working one day per week equals .2 FTE.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 15 |  |

**SALARIES FOR SUPPORT STAFF: Code 16**

Include salaries for teacher aides, secretarial and clerical assistance, and for personnel in pupil transportation and building operation and maintenance. Do not include central administrative staff that are considered to be indirect costs, e.g., account clerks.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 16 |  |

**PURCHASED SERVICES: Code 40**

Include consultants (indicate per diem rate), rentals, tuition, and other contractual services. Copies of contracts may be requested by the State Education Department. Purchased Services from a BOCES, if other than applicant agency, should be budgeted under Purchased Services with BOCES, Code 49.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Provider of**  **Services** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 40 |  |

**SUPPLIES AND MATERIALS: Code 45**

Beginning with the 2005-06 year include computer software, library books and equipment items under $5,000 per unit.

For earlier years include computer software, library books and equipment items under 1,000 per unit.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 45 |  |

**TRAVEL EXPENSES: Code 46**

Include pupil transportation, conference costs and travel of staff between instructional sites. Specify agency approved mileage rate for travel by personal car or school-owned vehicle.

|  |  |  |  |
| --- | --- | --- | --- |
| **Position of Traveler** | **Destination**  **and Purpose** | **Calculation**  **of Cost** | **Proposed**  **Expenditures** |
|  |  |  |  |
|  |  | Subtotal - Code 46 |  |

**EMPLOYEE BENEFITS: Code 80**

Rates used for project personnel must be the same as those used for other agency personnel.

|  |  |  |
| --- | --- | --- |
| **Benefit** | | **Proposed Expenditure** |
| **Social Security** | |  |
| **Retirement** | **New York State Teachers** |  |
| **New York State Employees** |  |
| **Other** |  |
| **Health Insurance** | |  |
| **Worker's Compensation** | |  |
| **Unemployment Insurance** | |  |
| **Other (Identify)** | |  |
|  | |  |
|  | |  |
|  | |  |
| Subtotal – Code 80 | |  |

**INDIRECT COST: Code 90**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. Modified Direct Cost Base – Sum of all preceding subtotals (codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding $25,000 and any flow through funds) | $ |  | | (A) |
| B. Approved Restricted Indirect Cost Rate |  | | % | (B) |
| C. (A) x (B) = Total Indirect Cost Subtotal – Code 90 | $ |  | | (C) |

**PURCHASED SERVICES WITH BOCES: Code 49**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Services** | **Name of BOCES** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 49 |  |

**MINOR REMODELING: Code 30**

Allowable costs include salaries, associated employee benefits, purchased services, and supplies and materials related to alterations to existing sites.

|  |  |  |
| --- | --- | --- |
| **Description of Work**  **To be Performed** | **Calculation of**  **Cost** | **Proposed**  **Expenditure** |
|  |  |  |
|  | Subtotal – Code 30 |  |

**EQUIPMENT: Code 20**

Beginning with the 2005-06 year all equipment to be purchased in support of this project with a unit cost of $5,000 or more should be itemized in this category. Equipment items under $5,000 should be budgeted under Supplies and Materials, Code 45. Repairs of equipment should be budgeted under Purchased Services, Code 40.

For earlier years the threshold for reporting equipment purchases was $1,000 or more. Equipment items under $1,000 should be budgeted under Supplies and Materials.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 20 |  |

**BUDGET SUMMARY: Period 3**

|  |  |  |
| --- | --- | --- |
| **SUBTOTAL** | **CODE** | **PROJECT COSTS** |
| Professional Salaries | 15 |  |
| Support Staff Salaries | 16 |  |
| Purchased Services | 40 |  |
| Supplies and Materials | 45 |  |
| Travel Expenses | 46 |  |
| Employee Benefits | 80 |  |
| Indirect Cost | 90 |  |
| BOCES Services | 49 |  |
| Minor Remodeling | 30 |  |
| Equipment | 20 |  |
| Grand Total | |  |

**CHIEF ADMINISTRATOR'S CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal (or State) award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.*  (*U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Date Signature**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Agency**  **Code:** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Project #:**  **(If pre-assigned)** |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Contract #:** |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Federal Employer ID #:**  **(New non-municipal agencies only)** |  |  |  |  |  |  |  |  |  |

**Agency Name:**

**FOR DEPARTMENT USE ONLY**

Funding Dates: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_ \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

From To

Program

Approval: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fiscal Year Amount Budgeted First Payment**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Voucher # First Payment**

**Finance:**

**Log Approved MIR**

**The University of the State of New York PROPOSED BUDGET FOR A**

**THE STATE EDUCATION DEPARTMENT FEDERAL OR STATE PROJECT**

***(see instructions for mailing address)* FS-10 (09/24)**

**Period 4 Local Agency Information**

Funding Source:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Report Prepared By: |  | | | | |
| Agency Name: |  | | | | |
| Mailing Address: |  | | | | |
|  |  | | | | |
|  |  |  |  |  |  |
|  | City |  | State |  | Zip Code |

Telephone #: County:

E-Mail Address:

Project Operation Dates: 7 1 2028 6 30 2029

Start End

**INSTRUCTIONS**

* **Submit the original budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying.** DO NOT submit this form to the Grants Finance.
* Enter whole dollar amounts only.
* Prior approval by means of an approved budget (FS-10) or budget amendment (FS-10-A) is required for:
* Personnel positions, number and type
* Equipment items having a unit value of $5,000 or more, number and type
* Minor remodeling
* Any increase in a budget subtotal (professional salaries, purchased services, travel, etc.) by more than 10 percent or $1,000, whichever is greater
* Any increase in the total budget amount.
* Certification on last page of FS-10 must be signed by Chief Administrative Officer or properly authorized designee.
* High-quality computer-generated reproductions of this form may be used.
* For further information on budgeting, please refer to the Fiscal Guidelines for Federal and State Aided Grants which may be accessed at www.oms.nysed.gov/cafe/ or call Grants Finance at (518) 474-4815.

**SALARIES FOR PROFESSIONAL STAFF: Code 15**

Include only staff that are employees of the agency. Do not include consultants or per diem staff. Do not include central administrative staff that are considered to be indirect costs, e.g., business office staff. One full-time equivalent (FTE) equals one person working an entire week each week of the project. Express partial FTE's in decimals, e.g., a teacher working one day per week equals .2 FTE.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 15 |  |

**SALARIES FOR SUPPORT STAFF: Code 16**

Include salaries for teacher aides, secretarial and clerical assistance, and for personnel in pupil transportation and building operation and maintenance. Do not include central administrative staff that are considered to be indirect costs, e.g., account clerks.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 16 |  |

**PURCHASED SERVICES: Code 40**

Include consultants (indicate per diem rate), rentals, tuition, and other contractual services. Copies of contracts may be requested by the State Education Department. Purchased Services from a BOCES, if other than applicant agency, should be budgeted under Purchased Services with BOCES, Code 49.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Provider of**  **Services** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 40 |  |

**SUPPLIES AND MATERIALS: Code 45**

Beginning with the 2005-06 year include computer software, library books and equipment items under $5,000 per unit.

For earlier years include computer software, library books and equipment items under 1,000 per unit.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 45 |  |

**TRAVEL EXPENSES: Code 46**

Include pupil transportation, conference costs and travel of staff between instructional sites. Specify agency approved mileage rate for travel by personal car or school-owned vehicle.

|  |  |  |  |
| --- | --- | --- | --- |
| **Position of Traveler** | **Destination**  **and Purpose** | **Calculation**  **of Cost** | **Proposed**  **Expenditures** |
|  |  |  |  |
|  |  | Subtotal - Code 46 |  |

**EMPLOYEE BENEFITS: Code 80**

Rates used for project personnel must be the same as those used for other agency personnel.

|  |  |  |
| --- | --- | --- |
| **Benefit** | | **Proposed Expenditure** |
| **Social Security** | |  |
| **Retirement** | **New York State Teachers** |  |
| **New York State Employees** |  |
| **Other** |  |
| **Health Insurance** | |  |
| **Worker's Compensation** | |  |
| **Unemployment Insurance** | |  |
| **Other (Identify)** | |  |
|  | |  |
|  | |  |
|  | |  |
| Subtotal – Code 80 | |  |

**INDIRECT COST: Code 90**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. Modified Direct Cost Base – Sum of all preceding subtotals (codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding $25,000 and any flow through funds) | $ |  | | (A) |
| B. Approved Restricted Indirect Cost Rate |  | | % | (B) |
| C. (A) x (B) = Total Indirect Cost Subtotal – Code 90 | $ |  | | (C) |

**PURCHASED SERVICES WITH BOCES: Code 49**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Services** | **Name of BOCES** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 49 |  |

**MINOR REMODELING: Code 30**

Allowable costs include salaries, associated employee benefits, purchased services, and supplies and materials related to alterations to existing sites.

|  |  |  |
| --- | --- | --- |
| **Description of Work**  **To be Performed** | **Calculation of**  **Cost** | **Proposed**  **Expenditure** |
|  |  |  |
|  | Subtotal – Code 30 |  |

**EQUIPMENT: Code 20**

Beginning with the 2005-06 year all equipment to be purchased in support of this project with a unit cost of $5,000 or more should be itemized in this category. Equipment items under $5,000 should be budgeted under Supplies and Materials, Code 45. Repairs of equipment should be budgeted under Purchased Services, Code 40.

For earlier years the threshold for reporting equipment purchases was $1,000 or more. Equipment items under $1,000 should be budgeted under Supplies and Materials.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 20 |  |

**BUDGET SUMMARY: Period 4**

|  |  |  |
| --- | --- | --- |
| **SUBTOTAL** | **CODE** | **PROJECT COSTS** |
| Professional Salaries | 15 |  |
| Support Staff Salaries | 16 |  |
| Purchased Services | 40 |  |
| Supplies and Materials | 45 |  |
| Travel Expenses | 46 |  |
| Employee Benefits | 80 |  |
| Indirect Cost | 90 |  |
| BOCES Services | 49 |  |
| Minor Remodeling | 30 |  |
| Equipment | 20 |  |
| Grand Total | |  |

**CHIEF ADMINISTRATOR'S CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal (or State) award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.*  (*U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Date Signature**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Agency**  **Code:** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Project #:**  **(If pre-assigned)** |  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Contract #:** |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Federal Employer ID #:**  **(New non-municipal agencies only)** |  |  |  |  |  |  |  |  |  |

**Agency Name:**

**FOR DEPARTMENT USE ONLY**

Funding Dates: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_ \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

From To

Program

Approval: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fiscal Year Amount Budgeted First Payment**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Voucher # First Payment**

**Finance:**

**Log Approved MIR**

**The University of the State of New York PROPOSED BUDGET FOR A**

**THE STATE EDUCATION DEPARTMENT FEDERAL OR STATE PROJECT**

***(see instructions for mailing address)* FS-10 (09/24)**

**Period 5 Local Agency Information**

Funding Source:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Report Prepared By: |  | | | | |
| Agency Name: |  | | | | |
| Mailing Address: |  | | | | |
|  |  | | | | |
|  |  |  |  |  |  |
|  | City |  | State |  | Zip Code |

Telephone #: County:

E-Mail Address:

7

Project Operation Dates: 7 1 2029 6 30 2030

Start End

**INSTRUCTIONS**

* **Submit the original budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying.** DO NOT submit this form to the Grants Finance.
* Enter whole dollar amounts only.
* Prior approval by means of an approved budget (FS-10) or budget amendment (FS-10-A) is required for:
* Personnel positions, number and type
* Equipment items having a unit value of $5,000 or more, number and type
* Minor remodeling
* Any increase in a budget subtotal (professional salaries, purchased services, travel, etc.) by more than 10 percent or $1,000, whichever is greater
* Any increase in the total budget amount.
* Certification on last page of FS-10 must be signed by Chief Administrative Officer or properly authorized designee.
* High-quality computer-generated reproductions of this form may be used.
* For further information on budgeting, please refer to the Fiscal Guidelines for Federal and State Aided Grants which may be accessed at www.oms.nysed.gov/cafe/ or call Grants Finance at (518) 474-4815.

**SALARIES FOR PROFESSIONAL STAFF: Code 15**

Include only staff that are employees of the agency. Do not include consultants or per diem staff. Do not include central administrative staff that are considered to be indirect costs, e.g., business office staff. One full-time equivalent (FTE) equals one person working an entire week each week of the project. Express partial FTE's in decimals, e.g., a teacher working one day per week equals .2 FTE.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 15 |  |

**SALARIES FOR SUPPORT STAFF: Code 16**

Include salaries for teacher aides, secretarial and clerical assistance, and for personnel in pupil transportation and building operation and maintenance. Do not include central administrative staff that are considered to be indirect costs, e.g., account clerks.

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific Position Title** | **Full-Time**  **Equivalent** | **Annualized Rate**  **of Pay** | **Project**  **Salary** |
|  |  |  |  |
|  |  | Subtotal - Code 16 |  |

**PURCHASED SERVICES: Code 40**

Include consultants (indicate per diem rate), rentals, tuition, and other contractual services. Copies of contracts may be requested by the State Education Department. Purchased Services from a BOCES, if other than applicant agency, should be budgeted under Purchased Services with BOCES, Code 49.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Provider of**  **Services** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 40 |  |

**SUPPLIES AND MATERIALS: Code 45**

Beginning with the 2005-06 year include computer software, library books and equipment items under $5,000 per unit.

For earlier years include computer software, library books and equipment items under 1,000 per unit.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal - Code 45 |  |

**TRAVEL EXPENSES: Code 46**

Include pupil transportation, conference costs and travel of staff between instructional sites. Specify agency approved mileage rate for travel by personal car or school-owned vehicle.

|  |  |  |  |
| --- | --- | --- | --- |
| **Position of Traveler** | **Destination**  **and Purpose** | **Calculation**  **of Cost** | **Proposed**  **Expenditures** |
|  |  |  |  |
|  |  | Subtotal - Code 46 |  |

**EMPLOYEE BENEFITS: Code 80**

Rates used for project personnel must be the same as those used for other agency personnel.

|  |  |  |
| --- | --- | --- |
| **Benefit** | | **Proposed Expenditure** |
| **Social Security** | |  |
| **Retirement** | **New York State Teachers** |  |
| **New York State Employees** |  |
| **Other** |  |
| **Health Insurance** | |  |
| **Worker's Compensation** | |  |
| **Unemployment Insurance** | |  |
| **Other (Identify)** | |  |
|  | |  |
|  | |  |
|  | |  |
| Subtotal – Code 80 | |  |

**INDIRECT COST: Code 90**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| A. Modified Direct Cost Base – Sum of all preceding subtotals (codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding $25,000 and any flow through funds) | $ |  | | (A) |
| B. Approved Restricted Indirect Cost Rate |  | | % | (B) |
| C. (A) x (B) = Total Indirect Cost Subtotal – Code 90 | $ |  | | (C) |

**PURCHASED SERVICES WITH BOCES: Code 49**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Services** | **Name of BOCES** | **Calculation**  **of Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 49 |  |

**MINOR REMODELING: Code 30**

Allowable costs include salaries, associated employee benefits, purchased services, and supplies and materials related to alterations to existing sites.

|  |  |  |
| --- | --- | --- |
| **Description of Work**  **To be Performed** | **Calculation of**  **Cost** | **Proposed**  **Expenditure** |
|  |  |  |
|  | Subtotal – Code 30 |  |

**EQUIPMENT: Code 20**

Beginning with the 2005-06 year all equipment to be purchased in support of this project with a unit cost of $5,000 or more should be itemized in this category. Equipment items under $5,000 should be budgeted under Supplies and Materials, Code 45. Repairs of equipment should be budgeted under Purchased Services, Code 40.

For earlier years the threshold for reporting equipment purchases was $1,000 or more. Equipment items under $1,000 should be budgeted under Supplies and Materials.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Item** | **Quantity** | **Unit Cost** | **Proposed**  **Expenditure** |
|  |  |  |  |
|  |  | Subtotal – Code 20 |  |

**BUDGET SUMMARY: Period 5**

|  |  |  |
| --- | --- | --- |
| **SUBTOTAL** | **CODE** | **PROJECT COSTS** |
| Professional Salaries | 15 |  |
| Support Staff Salaries | 16 |  |
| Purchased Services | 40 |  |
| Supplies and Materials | 45 |  |
| Travel Expenses | 46 |  |
| Employee Benefits | 80 |  |
| Indirect Cost | 90 |  |
| BOCES Services | 49 |  |
| Minor Remodeling | 30 |  |
| Equipment | 20 |  |
| Grand Total | |  |

**CHIEF ADMINISTRATOR'S CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal (or State) award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.*  (*U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Date Signature**

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| **Agency**  **Code:** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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| **Project #:**  **(If pre-assigned)** |  |  |  |  |  |  |  |  |  |  |  |  |

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| **Contract #:** |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Federal Employer ID #:**  **(New non-municipal agencies only)** |  |  |  |  |  |  |  |  |  |

**Agency Name:**

**FOR DEPARTMENT USE ONLY**

Funding Dates: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_ \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

From To

Program

Approval: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fiscal Year Amount Budgeted First Payment**

**\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Voucher # First Payment**

**Finance:**

**Log Approved MIR**

**SUMMARY**

|  |  |
| --- | --- |
| PROJECT NAME: | **STEP (RFP GC-001)** |
| CONTRACTOR NAME: |  |
| CONTRACT PERIOD NUMBER: 1 of 5 | |
| CONTRACT PERIOD: | From: July 1, 2025 |
|  | To: June 30, 2026 |

**Project Summary - A high-level overview of the project, including the overall goal and desired outcomes:** In 1985, the New York State Legislature passed an amendment to Education Law Chapter 31, Article 130, § 6454, to authorize the use of funds under the Science and Technology Entry Program (STEP). The purpose of STEP is to prepare secondary school students, who are either economically disadvantaged or minorities historically underrepresented in scientific, technical, health, health-related and licensed professions, for entry into postsecondary degree programs in scientific, technical, health-related fields, and the licensed professions.

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| **Objective** |
| 1. Provide academic program services and activities that include tutoring, academic and career counseling, college planning, special summer courses, supplemental financial assistance, academic enrichment, and planning for students to enter higher education and pursue careers in scientific, technical fields and the licensed professions. |
| **Task** |
| **1.1** |
| **Performance Measures** |
| **1.1.1** |
| **1.1.2** |
| **1.1.3** |
| **Task** |
| **1.2** |
| **Performance Measures** |
| **1.2.1** |
| **1.2.2** |
| **1.2.3** |

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| **Objective** |
| 1. Provide services to enhance and increase STEP student involvement in research, internships, and college level coursework. |
| **Task** |
| **2.1** |
| **Performance Measures** |
| **2.1.1** |
| **2.1.2** |
| **2.1.3** |
| **Task** |
| **2.2** |
| **Performance Measures** |
| **2.2.1** |
| **2.2.2** |
| **2.2.3** |

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| **Objective** |
| 1. Provide student professional development opportunities: workshops, poster presentations, publications in professional/research journals that promote access to careers in math, science, technology, health-related fields and the licensed professions. |
| **Task** |
| **3.1** |
| **Performance Measures** |
| **3.1.1** |
| **3.1.2** |
| **3.1.3** |
| **Task** |
| **3.2** |
| **Performance Measures** |
| **3.2.1** |
| **3.2.2** |
| **3.2.3** |

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| **Objective** |
| 1. Provide services and activities to enhance student skills for STEP participants in mathematics and the sciences that will facilitate the skills necessary to satisfy secondary school graduation requirements in NYS. |
| **Task** |
| **4.1** |
| **Performance Measures** |
| **4.1.1** |
| **4.1.2** |
| **4.1.3** |
| **Task** |
| **4.2** |
| **Performance Measures** |
| **4.2.1** |
| **4.2.2** |
| **4.2.3** |

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| **Objective** | |
| 1. Provide all students with an opportunity to participate in Service-Learning. Students should be made aware of what Service Learning is, how it relates to their studies and the benefits of this collaborative and collective activity. Service-Learning projects can involve direct and indirect services that students could provide to their communities. | |
| **Task** | |
| **5.1** | |
| **Performance Measures** | |
| **5.1.1** | |
| **5.1.2** | |
| **5.1.3** | |
| **Task** | |
| **5.2** | |
| **Performance Measures** | |
| **5.2.1** | |
| **5.2.2** | |
| **5.2.3** | |
| **Objective** |
| 1. Provide ways to implement and sustain a parent component with clearly defined roles, responsibilities, and activities. |
| **Task** |
| **6.1** |
| **Performance Measures** |
| **6.1.1** |
| **6.1.2** |
| **6.1.3** |
| **Task** |
| **6.2** |
| **Performance Measures** |
| **6.2.1** |
| **6.2.2** |
| **6.2.3** |
| **Objective** |
| 1. Provide activities to develop and implement a STEP Advisory Committee with membership representation from various stakeholder groups, such as students, parents, local K-12 administrators or teachers, and campus faculty or staff.  The purpose of the STEP Advisory Committee is to meet occasionally to discuss upcoming programming or calendar of events and assist with the self-review process. |
| **Task** |
| **7.1** |
| **Performance Measures** |
| **7.1.1** |
| **7.1.2** |
| **7.1.3** |
| **Task** |
| **7.2** |
| **Performance Measures** |
| **7.2.1** |
| **7.2.2** |
| **7.2.3** |
| **Objective** |
| 1. Describe how you will promote and encourage collaborations with Statewide & Regional partners by participating in Statewide and Regional networking and committees. |
| **Task** |
| **8.1** |
| **Performance Measures** |
| **8.1.1** |
| **8.1.2** |
| **8.1.3** |
| **Task** |
| **8.2** |
| **Performance Measures** |
| **8.2.1** |
| **8.2.2** |
| **8.2.3** |

**SUMMARY**

|  |  |
| --- | --- |
| PROJECT NAME: | STEP (RFP CG-001) |
| CONTRACTOR NAME: |  |
| CONTRACT PERIOD NUMBER: 2 of 5 | |
| CONTRACT PERIOD: | From: July 1, 2026 |
|  | To: June 30, 2027 |

**Project Summary - A high-level overview of the project, including the overall goal and desired outcomes:** In 1985, the New York State Legislature passed an amendment to Education Law Chapter 31, Article 130, § 6454, to authorize the use of funds under the Science and Technology Entry Program (STEP). The purpose of STEP is to prepare secondary school students, who are either economically disadvantaged or minorities historically underrepresented in scientific, technical, health, health-related and licensed professions, for entry into postsecondary degree programs in scientific, technical, health-related fields, and the licensed professions.

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| **Objective** |
| 1. Provide academic program services and activities that include tutoring, academic and career counseling, college planning, special summer courses, supplemental financial assistance, academic enrichment, and planning for students to enter higher education and pursue careers in scientific, technical fields and the licensed professions. |
| **Task** |
| **1.1** |
| **Performance Measures** |
| **1.1.1** |
| **1.1.2** |
| **1.1.3** |
| **Task** |
| **1.2** |
| **Performance Measures** |
| **1.2.1** |
| **1.2.2** |
| **1.2.3** |

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| **Objective** |
| 1. Provide services to enhance and increase STEP student involvement in research, internships, and college level coursework. |
| **Task** |
| **2.1** |
| **Performance Measures** |
| **2.1.1** |
| **2.1.2** |
| **2.1.3** |
| **Task** |
| **2.2** |
| **Performance Measures** |
| **2.2.1** |
| **2.2.2** |
| **2.2.3** |

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| **Objective** |
| 1. Provide student professional development opportunities: workshops, poster presentations, publications in professional/research journals that promote access to careers in math, science, technology, health-related fields and the licensed professions. |
| **Task** |
| **3.1** |
| **Performance Measures** |
| **3.1.1** |
| **3.1.2** |
| **3.1.3** |
| **Task** |
| **3.2** |
| **Performance Measures** |
| **3.2.1** |
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| **Objective** |
| 1. Provide services and activities to enhance student skills for STEP participants in mathematics and the sciences that will facilitate the skills necessary to satisfy secondary school graduation requirements in NYS. |
| **Task** |
| **4.1** |
| **Performance Measures** |
| **4.1.1** |
| **4.1.2** |
| **4.1.3** |
| **Task** |
| **4.2** |
| **Performance Measures** |
| **4.2.1** |
| **4.2.2** |
| **4.2.3** |

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| **Objective** | |
| 1. Provide all students with an opportunity to participate in Service-Learning. Students should be made aware of what Service Learning is, how it relates to their studies and the benefits of this collaborative and collective activity. Service-Learning projects can involve direct and indirect services that students could provide to their communities. | |
| **Task** | |
| **5.1** | |
| **Performance Measures** | |
| **5.1.1** | |
| **5.1.2** | |
| **5.1.3** | |
| **Task** | |
| **5.2** | |
| **Performance Measures** | |
| **5.2.1** | |
| **5.2.2** | |
| **5.2.3** | |
| **Objective** |
| 1. Provide ways to implement and sustain a parent component with clearly defined roles, responsibilities, and activities. |
| **Task** |
| **6.1** |
| **Performance Measures** |
| **6.1.1** |
| **6.1.2** |
| **6.1.3** |
| **Task** |
| **6.2** |
| **Performance Measures** |
| **6.2.1** |
| **6.2.2** |
| **6.2.3** |
| **Objective** |
| 1. Provide activities to develop and implement a STEP Advisory Committee with membership representation from various stakeholder groups, such as students, parents, local K-12 administrators or teachers, and campus faculty or staff.  The purpose of the STEP Advisory Committee is to meet occasionally to discuss upcoming programming or calendar of events and assist with the self-review process. |
| **Task** |
| **7.1** |
| **Performance Measures** |
| **7.1.1** |
| **7.1.2** |
| **7.1.3** |
| **Task** |
| **7.2** |
| **Performance Measures** |
| **7.2.1** |
| **7.2.2** |
| **7.2.3** |
| **Objective** |
| 1. Describe how you will promote and encourage collaborations with Statewide & Regional partners by participating in Statewide and Regional networking and committees. |
| **Task** |
| **8.1** |
| **Performance Measures** |
| **8.1.1** |
| **8.1.2** |
| **8.1.3** |
| **Task** |
| **8.2** |
| **Performance Measures** |
| **8.2.1** |
| **8.2.2** |
| **8.2.3** |

**SUMMARY**

|  |  |
| --- | --- |
| PROJECT NAME: | STEP (RFP GC-001) |
| CONTRACTOR NAME: |  |
| CONTRACT PERIOD NUMBER: 3 of 5 | |
| CONTRACT PERIOD: | From: July 1, 2027 |
|  | To: June 30, 2028 |

**Project Summary - A high-level overview of the project, including the overall goal and desired outcomes:** In 1985, the New York State Legislature passed an amendment to Education Law Chapter 31, Article 130, § 6454, to authorize the use of funds under the Science and Technology Entry Program (STEP). The purpose of STEP is to prepare secondary school students, who are either economically disadvantaged or minorities historically underrepresented in scientific, technical, health, health-related and licensed professions, for entry into postsecondary degree programs in scientific, technical, health-related fields, and the licensed professions.

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| **Objective** |
| 1. Provide academic program services and activities that include tutoring, academic and career counseling, college planning, special summer courses, supplemental financial assistance, academic enrichment, and planning for students to enter higher education and pursue careers in scientific, technical fields and the licensed professions. |
| **Task** |
| **1.1** |
| **Performance Measures** |
| **1.1.1** |
| **1.1.2** |
| **1.1.3** |
| **Task** |
| **1.2** |
| **Performance Measures** |
| **1.2.1** |
| **1.2.2** |
| **1.2.3** |

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| **Objective** |
| 1. Provide services to enhance and increase STEP student involvement in research, internships, and college level coursework. |
| **Task** |
| **2.1** |
| **Performance Measures** |
| **2.1.1** |
| **2.1.2** |
| **2.1.3** |
| **Task** |
| **2.2** |
| **Performance Measures** |
| **2.2.1** |
| **2.2.2** |
| **2.2.3** |

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| **Objective** |
| 1. Provide student professional development opportunities: workshops, poster presentations, publications in professional/research journals that promote access to careers in math, science, technology, health-related fields and the licensed professions. |
| **Task** |
| **3.1** |
| **Performance Measures** |
| **3.1.1** |
| **3.1.2** |
| **3.1.3** |
| **Task** |
| **3.2** |
| **Performance Measures** |
| **3.2.1** |
| **3.2.2** |
| **3.2.3** |

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| **Objective** |
| 1. Provide services and activities to enhance student skills for STEP participants in mathematics and the sciences that will facilitate the skills necessary to satisfy secondary school graduation requirements in NYS. |
| **Task** |
| **4.1** |
| **Performance Measures** |
| **4.1.1** |
| **4.1.2** |
| **4.1.3** |
| **Task** |
| **4.2** |
| **Performance Measures** |
| **4.2.1** |
| **4.2.2** |
| **4.2.3** |

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| **Objective** | |
| 1. Provide all students with an opportunity to participate in Service-Learning. Students should be made aware of what Service Learning is, how it relates to their studies and the benefits of this collaborative and collective activity. Service-Learning projects can involve direct and indirect services that students could provide to their communities. | |
| **Task** | |
| **5.1** | |
| **Performance Measures** | |
| **5.1.1** | |
| **5.1.2** | |
| **5.1.3** | |
| **Task** | |
| **5.2** | |
| **Performance Measures** | |
| **5.2.1** | |
| **5.2.2** | |
| **5.2.3** | |
| **Objective** |
| 1. Provide ways to implement and sustain a parent component with clearly defined roles, responsibilities, and activities. |
| **Task** |
| **6.1** |
| **Performance Measures** |
| **6.1.1** |
| **6.1.2** |
| **6.1.3** |
| **Task** |
| **6.2** |
| **Performance Measures** |
| **6.2.1** |
| **6.2.2** |
| **6.2.3** |
| **Objective** |
| 1. Provide activities to develop and implement a STEP Advisory Committee with membership representation from various stakeholder groups, such as students, parents, local K-12 administrators or teachers, and campus faculty or staff.  The purpose of the STEP Advisory Committee is to meet occasionally to discuss upcoming programming or calendar of events and assist with the self-review process. |
| **Task** |
| **7.1** |
| **Performance Measures** |
| **7.1.1** |
| **7.1.2** |
| **7.1.3** |
| **Task** |
| **7.2** |
| **Performance Measures** |
| **7.2.1** |
| **7.2.2** |
| **7.2.3** |
| **Objective** |
| 1. Describe how you will promote and encourage collaborations with Statewide & Regional partners by participating in Statewide and Regional networking and committees. |
| **Task** |
| **8.1** |
| **Performance Measures** |
| **8.1.1** |
| **8.1.2** |
| **8.1.3** |
| **Task** |
| **8.2** |
| **Performance Measures** |
| **8.2.1** |
| **8.2.2** |
| **8.2.3** |

**SUMMARY**

|  |  |
| --- | --- |
| PROJECT NAME: | STEP (RFP GC-001) |
| CONTRACTOR NAME: |  |
| CONTRACT PERIOD NUMBER: 4 of 5 | |
| CONTRACT PERIOD: | From: July 1, 2028 |
|  | To: June 30, 2029 |

**Project Summary - A high-level overview of the project, including the overall goal and desired outcomes:** In 1985, the New York State Legislature passed an amendment to Education Law Chapter 31, Article 130, § 6454, to authorize the use of funds under the Science and Technology Entry Program (STEP). The purpose of STEP is to prepare secondary school students, who are either economically disadvantaged or minorities historically underrepresented in scientific, technical, health, health-related and licensed professions, for entry into postsecondary degree programs in scientific, technical, health-related fields, and the licensed professions.

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| **Objective** |
| 1. Provide academic program services and activities that include tutoring, academic and career counseling, college planning, special summer courses, supplemental financial assistance, academic enrichment, and planning for students to enter higher education and pursue careers in scientific, technical fields and the licensed professions. |
| **Task** |
| **1.1** |
| **Performance Measures** |
| **1.1.1** |
| **1.1.2** |
| **1.1.3** |
| **Task** |
| **1.2** |
| **Performance Measures** |
| **1.2.1** |
| **1.2.2** |
| **1.2.3** |

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| **Objective** |
| 1. Provide services to enhance and increase STEP student involvement in research, internships, and college level coursework. |
| **Task** |
| **2.1** |
| **Performance Measures** |
| **2.1.1** |
| **2.1.2** |
| **2.1.3** |
| **Task** |
| **2.2** |
| **Performance Measures** |
| **2.2.1** |
| **2.2.2** |
| **2.2.3** |

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| **Objective** |
| 1. Provide student professional development opportunities: workshops, poster presentations, publications in professional/research journals that promote access to careers in math, science, technology, health-related fields and the licensed professions. |
| **Task** |
| **3.1** |
| **Performance Measures** |
| **3.1.1** |
| **3.1.2** |
| **3.1.3** |
| **Task** |
| **3.2** |
| **Performance Measures** |
| **3.2.1** |
| **3.2.2** |
| **3.2.3** |

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| **Objective** |
| 1. Provide services and activities to enhance student skills for STEP participants in mathematics and the sciences that will facilitate the skills necessary to satisfy secondary school graduation requirements in NYS. |
| **Task** |
| **4.1** |
| **Performance Measures** |
| **4.1.1** |
| **4.1.2** |
| **4.1.3** |
| **Task** |
| **4.2** |
| **Performance Measures** |
| **4.2.1** |
| **4.2.2** |
| **4.2.3** |

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| **Objective** | |
| 1. Provide all students with an opportunity to participate in Service-Learning. Students should be made aware of what Service Learning is, how it relates to their studies and the benefits of this collaborative and collective activity. Service-Learning projects can involve direct and indirect services that students could provide to their communities. | |
| **Task** | |
| **5.1** | |
| **Performance Measures** | |
| **5.1.1** | |
| **5.1.2** | |
| **5.1.3** | |
| **Task** | |
| **5.2** | |
| **Performance Measures** | |
| **5.2.1** | |
| **5.2.2** | |
| **5.2.3** | |
| **Objective** |
| 1. Provide ways to implement and sustain a parent component with clearly defined roles, responsibilities, and activities. |
| **Task** |
| **6.1** |
| **Performance Measures** |
| **6.1.1** |
| **6.1.2** |
| **6.1.3** |
| **Task** |
| **6.2** |
| **Performance Measures** |
| **6.2.1** |
| **6.2.2** |
| **6.2.3** |
| **Objective** |
| 1. Provide activities to develop and implement a STEP Advisory Committee with membership representation from various stakeholder groups, such as students, parents, local K-12 administrators or teachers, and campus faculty or staff.  The purpose of the STEP Advisory Committee is to meet occasionally to discuss upcoming programming or calendar of events and assist with the self-review process. |
| **Task** |
| **7.1** |
| **Performance Measures** |
| **7.1.1** |
| **7.1.2** |
| **7.1.3** |
| **Task** |
| **7.2** |
| **Performance Measures** |
| **7.2.1** |
| **7.2.2** |
| **7.2.3** |
| **Objective** |
| 1. Describe how you will promote and encourage collaborations with Statewide & Regional partners by participating in Statewide and Regional networking and committees. |
| **Task** |
| **8.1** |
| **Performance Measures** |
| **8.1.1** |
| **8.1.2** |
| **8.1.3** |
| **Task** |
| **8.2** |
| **Performance Measures** |
| **8.2.1** |
| **8.2.2** |
| **8.2.3** |

**SUMMARY**

|  |  |
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| PROJECT NAME: | STEP (RFP GC-001) |
| CONTRACTOR NAME: |  |
| CONTRACT PERIOD NUMBER: 5 of 5 | |
| CONTRACT PERIOD: | From: July 1, 2029 |
|  | To: June 30, 2030 |

**Project Summary - A high-level overview of the project, including the overall goal and desired outcomes:** In 1985, the New York State Legislature passed an amendment to Education Law Chapter 31, Article 130, § 6454, to authorize the use of funds under the Science and Technology Entry Program (STEP). The purpose of STEP is to prepare secondary school students, who are either economically disadvantaged or minorities historically underrepresented in scientific, technical, health, health-related and licensed professions, for entry into postsecondary degree programs in scientific, technical, health-related fields, and the licensed professions.

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| **Objective** |
| 1. Provide academic program services and activities that include tutoring, academic and career counseling, college planning, special summer courses, supplemental financial assistance, academic enrichment, and planning for students to enter higher education and pursue careers in scientific, technical fields and the licensed professions. |
| **Task** |
| **1.1** |
| **Performance Measures** |
| **1.1.1** |
| **1.1.2** |
| **1.1.3** |
| **Task** |
| **1.2** |
| **Performance Measures** |
| **1.2.1** |
| **1.2.2** |
| **1.2.3** |

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| **Objective** |
| 1. Provide services to enhance and increase STEP student involvement in research, internships, and college level coursework. |
| **Task** |
| **2.1** |
| **Performance Measures** |
| **2.1.1** |
| **2.1.2** |
| **2.1.3** |
| **Task** |
| **2.2** |
| **Performance Measures** |
| **2.2.1** |
| **2.2.2** |
| **2.2.3** |

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| **Objective** |
| 1. Provide student professional development opportunities: workshops, poster presentations, publications in professional/research journals that promote access to careers in math, science, technology, health-related fields and the licensed professions. |
| **Task** |
| **3.1** |
| **Performance Measures** |
| **3.1.1** |
| **3.1.2** |
| **3.1.3** |
| **Task** |
| **3.2** |
| **Performance Measures** |
| **3.2.1** |
| **3.2.2** |
| **3.2.3** |

|  |
| --- |
| **Objective** |
| 1. Provide services and activities to enhance student skills for STEP participants in mathematics and the sciences that will facilitate the skills necessary to satisfy secondary school graduation requirements in NYS. |
| **Task** |
| **4.1** |
| **Performance Measures** |
| **4.1.1** |
| **4.1.2** |
| **4.1.3** |
| **Task** |
| **4.2** |
| **Performance Measures** |
| **4.2.1** |
| **4.2.2** |
| **4.2.3** |

|  |  |
| --- | --- |
| **Objective** | |
| 1. Provide all students with an opportunity to participate in Service-Learning. Students should be made aware of what Service Learning is, how it relates to their studies and the benefits of this collaborative and collective activity. Service-Learning projects can involve direct and indirect services that students could provide to their communities. | |
| **Task** | |
| **5.1** | |
| **Performance Measures** | |
| **5.1.1** | |
| **5.1.2** | |
| **5.1.3** | |
| **Task** | |
| **5.2** | |
| **Performance Measures** | |
| **5.2.1** | |
| **5.2.2** | |
| **5.2.3** | |
| **Objective** |
| 1. Provide ways to implement and sustain a parent component with clearly defined roles, responsibilities, and activities. |
| **Task** |
| **6.1** |
| **Performance Measures** |
| **6.1.1** |
| **6.1.2** |
| **6.1.3** |
| **Task** |
| **6.2** |
| **Performance Measures** |
| **6.2.1** |
| **6.2.2** |
| **6.2.3** |
| **Objective** |
| 1. Provide activities to develop and implement a STEP Advisory Committee with membership representation from various stakeholder groups, such as students, parents, local K-12 administrators or teachers, and campus faculty or staff.  The purpose of the STEP Advisory Committee is to meet occasionally to discuss upcoming programming or calendar of events and assist with the self-review process. |
| **Task** |
| **7.1** |
| **Performance Measures** |
| **7.1.1** |
| **7.1.2** |
| **7.1.3** |
| **Task** |
| **7.2** |
| **Performance Measures** |
| **7.2.1** |
| **7.2.2** |
| **7.2.3** |
| **Objective** |
| 1. Describe how you will promote and encourage collaborations with Statewide & Regional partners by participating in Statewide and Regional networking and committees. |
| **Task** |
| **8.1** |
| **Performance Measures** |
| **8.1.1** |
| **8.1.2** |
| **8.1.3** |
| **Task** |
| **8.2** |
| **Performance Measures** |
| **8.2.1** |
| **8.2.2** |
| **8.2.3** |

1. **General Terms and Conditions:**
   1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
   2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
   3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, “Full Execution” shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance

Law.

* 1. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
  2. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
  3. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
  4. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
  5. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor’s obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
  6. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
  7. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to thirty (30) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
  8. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
  9. The Contractor may be required to submit a Consolidated Fiscal Reporting System (“CFR”). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

## Advance Payments and Claiming Requirements:

* 1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
  2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
  3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
  4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

## Schedule A: Claiming Requirements

|  |  |  |  |
| --- | --- | --- | --- |
| **Period 1: July 1, 2025 – June 30, 2026** | | | |
| Claim Number | Claim Type | Claim Period | Due Date |
| 1 | Advance (25%) | 7/1/25 – 6/30/26 | 7/1/25 |
| 2 | Interim Reimbursement (see E) | 7/1/25 – 6/30/26 | 7/31/26 |
| 3 | Final Reimbursement (see E) | 7/1/25 – 6/30/26 | 7/31/26 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Period 2: July 1, 2026 – June 30, 2027** | | | |
| Claim Number | Claim Type | Claim Period | Due Date |
| 1 | Advance (25%) | 7/1/26 – 6/30/27 | 7/1/26 |
| 2 | Interim Reimbursement (see E) | 7/1/26 – 6/30/27 | 7/31/27 |
| 3 | Final Reimbursement (see E) | 7/1/26 – 6/30/27 | 7/31/27 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Period 3: July 1, 2027 – June 30, 2028** | | | |
| Claim Number | Claim Type | Claim Period | Due Date |
| 1 | Advance (25%) | 7/1/27 – 6/30/28 | 7/1/27 |
| 2 | Interim Reimbursement (see E) | 7/1/27 – 6/30/28 | 7/31/28 |
| 3 | Final Reimbursement (see E) | 7/1/27 – 6/30/28 | 7/31/28 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Period 4: July 1, 2028 – June 30, 2029** | | | |
| Claim Number | Claim Type | Claim Period | Due Date |
| 1 | Advance (25%) | 7/1/28 – 6/30/29 | 7/1/28 |
| 2 | Interim Reimbursement (see E) | 7/1/28 – 6/30/29 | 7/31/29 |
| 3 | Final Reimbursement (see E) | 7/1/28 – 6/30/29 | 7/31/29 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Period 5: July 1, 2029 – June 30, 2030** | | | |
| Claim Number | Claim Type | Claim Period | Due Date |
| 1 | Advance (25%) | 7/1/29 – 6/30/30 | 7/1/29 |
| 2 | Interim Reimbursement (see E) | 7/1/29 – 6/30/30 | 7/31/30 |
| 3 | Final Reimbursement (see E) | 7/1/29 – 6/30/30 | 7/31/30 |

* 1. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
     + For non-performance based contracts, the Contractor’s costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
     + For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
  2. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
  3. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
  4. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
  5. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

## Refunds:

* 1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
  2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

## Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

* 1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
  2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).
  3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
  4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

## Schedule B: Progress Reporting Requirements

|  |  |  |  |
| --- | --- | --- | --- |
| Period 1 | | | |
| Progress Report | Report Type | Report Period | Due Date |
| 1 | Statistical/Quantitative | 7/1/25 - 12/31/25 | 3/15/26 |
| 2 | Final Report | 7/1/25 – 6/30/26 | 9/15/26 |

|  |  |  |  |
| --- | --- | --- | --- |
| Period 2 | | | |
| Progress Report | Report Type | Report Period | Due Date |
| 1 | Statistical/Quantitative | 7/1/26 - 12/31/26 | 3/15/27 |
| 2 | Final Report | 7/1/26 – 6/30/27 | 9/15/27 |

|  |  |  |  |
| --- | --- | --- | --- |
| Period 3 | | | |
| Progress Report | Report Type | Report Period | Due Date |
| 1 | Statistical/Quantitative | 7/1/27 - 12/31/27 | 3/15/28 |
| 2 | Final Report | 7/1/27 – 6/30/28 | 9/15/28 |

|  |  |  |  |
| --- | --- | --- | --- |
| Period 4 | | | |
| Progress Report | Report Type | Report Period | Due Date |
| 1 | Statistical/Quantitative | 7/1/28 - 12/31/28 | 3/15/29 |
| 2 | Final Report | 7/1/28 – 6/30/29 | 9/15/29 |
|  |  |  |  |
| Period 5 | | | |
| Progress Report | Report Type | Report Period | Due Date |
| 1 | Statistical/Quantitative | 7/1/29 - 12/31/29 | 3/15/30 |
| 2 | Final Report | 7/1/29 – 6/30/30 | 9/15/30 |

1. **Special Payment and Reporting Provisions**

To receive interim payments, the Contractor will submit form FS-25 REQUEST FOR FUNDS FOR A FEDERAL OR STATE PROJECT to the address shown below. Requests for interim payments made by Not-for-Profit Contractors may only represent actual expenditures plus anticipated expenditures during the next month in accordance with the FS-10 for the budget period. For-Profit Contractors may request interim payments that represent only actual expenditures.

Up to 90% of the total approved budget amount for each budget period will be reimbursed through the interim payment process.

Final Payment:

To receive final payment for a budget period, the Contractor will submit form FS 10-F FINAL EXPENDITURES FOR A FEDERAL OR STATE PROJECT to the address shown below. Final payment shall be made upon satisfactory statement of expenditures consistent with the approved budget and any approved budget amendments on a properly completed form. Final payments are also contingent upon submission of all required program reports.

If the Contractor has received payment in excess of the approved amount in Form FS-10-F, the Contractor shall return to the State any excess payment within thirty (30) days of the termination of this budget period. Alternatively, the State may use the amount of any excess payment to offset costs associated with a subsequent budget period. Payment by the State will be made in the ordinary course of State business upon receipt of the properly completed forms.

Forms FS-25 and FS-10-F should be submitted to:

New York State Education Department

Grants Finance

Room 510W EB

89 Washington Avenue

Albany, New York 12234

Appendix R

NEW YORK STATE EDUCATION DEPARTMENT’S

DATA PRIVACY APPENDIX FOR GRANT CONTRACTS

ARTICLE I: DEFINITIONS

As used in this Data Privacy Appendix (“DPA”), the following terms shall have the following meanings:

1. **Access:** The ability to view or otherwise obtain, but not copy or save, data arising from the on-site use of an information system or from a personal meeting.
2. **Breach:** The unauthorized Access, acquisition, use, or Disclosure of Personal Information that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor’s or Subcontractor’s security that leads to the accidental or unlawful destruction, loss, alteration, Access to or Disclosure of, Personal Information.
3. **Disclose or Disclosure**: The intentional or unintentional release, transfer, or communication of Personal Information by any means, including oral, written, or electronic.
4. **Personal Information:**  Information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person.
5. **Services:** Services provided by Contractor pursuant to this Contract with the New York State Education Department (“NYSED”) to which this DPA is attached and incorporated.
6. **Subcontractor:** Contractor’s non-employee agents, consultants, volunteers, including student interns, who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

ARTICLE II: PRIVACY AND SECURITY OF PERSONAL INFORMATION

1. **Compliance with Law.**

When providing Services pursuant to this Contract, Contractor may receive and/or have Access to Personal Information regulated by one or more New York and/or federal laws and regulations, including, but not limited to, the Family Educational Rights and Privacy Act at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); the New York Education Law at § 2-d (8 NYCRR Part 121); the New York General Business Law at article 39-F; and the New York Personal Privacy Protection Law at Public Officers Law article 6-A. Contractor agrees to maintain the confidentiality and security of Personal Information in accordance with applicable New York, federal and local laws, rules and regulations.

1. **Data Privacy and Security**.
   1. Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Personal Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use Personal Information for any purpose other than to provide Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Personal Information received or Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.
   2. Contractor shall adopt and maintain reasonable safeguards to protect the security, confidentiality, and integrity of Personal Information in a manner that complies with General Business Law section 899-bb and other applicable New York State, federal and local laws, rules, and regulations.
   3. Upon NYSED’s request, Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor’s privacy and security practices that is no more than twelve months old.
2. **Contractor’s Employees and Subcontractors**.
   1. Access to or Disclosure of Personal Information shall only be provided to Contractor’s employees and Subcontractors who need to know the Personal Information to provide the Services and such Access and/or Disclosure of Personal Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.
   2. Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Personal Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
   3. Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall (i) notify NYSED, (ii) as applicable, remove such Subcontractor’s Access to Personal Information; and (iii) as applicable, retrieve all Personal Information received or stored by such Subcontractor and/or ensure that such Personal Information has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Personal Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 5 of this DPA.
   4. Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
   5. Other than Contractor’s employees and Subcontractors who have a need to know the Personal Information, Contractor must not provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Personal Information is Disclosed, unless such Disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this Contract and shall also be provided to the Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.
   6. Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Personal Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor no later than two (2) days before any Personal Information is Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access to or Disclose the Personal Information.
   7. Contactor shall ensure that all its employees and Subcontractors who will receive Personal Information will be trained on the federal and state laws governing confidentiality of such data prior to receipt.
3. **Data Return and Destruction of Data**.
   1. Contractor is prohibited from retaining Disclosed Personal Information or continuing to Access Personal Information, including any copy, summary or extract of Personal Information, on any storage medium (including, without limitation, hard copies, and storage in secure data centers and/or cloud-based facilities) beyond the term of the this Contract unless such retention is expressly authorized by the this Contract, necessary for purpose of facilitating the transfer of Personal Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this Contract, Contractor shall transfer Personal Information to NYSED in a format agreed to by the Parties.
   2. When the purpose that necessitated Contractor’s Access to and/or Disclosure of Personal Information has been completed or Contractor’s authority to have Access to Personal Information and/or retain Disclosed Personal Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Personal Information are revoked, and (2) all Personal Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor and/or its Subcontractors, including all Personal Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read, or reconstructed. Hard copy media must be shredded or destroyed such that Personal Information cannot be read, or otherwise reconstructed, and electronic media must be securely cleared, purged, or destroyed such that the Personal Information cannot be retrieved, read, or reconstructed. When Personal Information is held in paper form, destruction of such Personal Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
   3. Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of (1) revocation of Access to Personal Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Personal Information held by the Contractor or Subcontractors, at the address for notifications set forth in this Contract.
   4. To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will prohibit its Subcontractors from the same.
4. **Breach**.
   1. Contractor shall promptly notify NYSED of any Breach of Personal Information, regardless of whether the Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provide to the office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234 and must include a description of the Breach that identifies the date of the incident, the date of discovery, the types of Personal Information affected and the number of records affected; a description of Contractor’s investigation; and the name of a point of contact.
   2. Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its Subcontractors will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.
   3. Contractor shall promptly notify the affected individuals of any Breach, regardless of whether Contractor or a Subcontractor suffered the Breach. Such notice shall be made using one of the methods prescribed by § 899-aa (5) of the New York General Business Law. If Contractor requires information from NYSED to perform such notifications, Contractor shall reimburse NYSED for the cost of assembling and providing such information to Contractor.
5. **Termination**.

The confidentiality and data security obligations of Contractor under this DPA shall survive any termination of this Contract to which this DPA is attached and shall continue for as long as Contractor or its Subcontractors retain Access to Personal Information.