



Office of Children and Family Services

Andrew M. Cuomo
Governor

52 WASHINGTON STREET
RENSSELAER, NY 12144

Sheila Poole
Commissioner

Administrative Directive

Transmittal:	19-OCFS-ADM-16
To:	Commissioners of Social Services Executive Directors of Residential Domestic Violence Programs
Issuing Division/Office:	Division of Child Welfare and Community Services Administration
Date:	October 4, 2019
Subject:	Revised Model Contract of Local Purchase of Residential Domestic Violence Service Agreements
Suggested Distribution:	Directors of Social Services Legal Staff Finance Staff Executive Directors of Residential Programs for Victims of Domestic Violence
Contact Person(s):	Any questions concerning the programmatic aspects of this release should be directed to the appropriate regional office within the Division of Child Welfare and Community Services: Buffalo Regional Office-Amanda Darling (716) 847-3145 Amanda.Darling@ocfs.ny.gov Rochester Regional Office-Karen Lewter (585) 238-8201 Karen.Lewter@ocfs.ny.gov Syracuse Regional Office-Sara Simon (315) 423-1200 Sara.Simon@ocfs.ny.gov Albany Regional Office-John Lockwood (518) 486-7078 John.Lockwood@ocfs.ny.gov Westchester Regional Office-Thalia Wright (845) 708-2498 Thalia.Wright@ocfs.ny.gov New York City Regional Office-Ronni Fuchs (212) 383-1788 Ronni.Fuchs@ocfs.ny.gov Native American Services-Heather LaForme (716) 847-3123 Heather.LaForme@ocfs.ny.gov
Attachments:	Attachment A: <i>Agreement for Purchase of Residential Domestic Violence Services</i> (includes Appendix A) Attachment B-1: <i>Verification of OCFS Licensed Residential Program for Victims of Domestic Violence</i> Attachment B-2: <i>Schedule A: Reimbursement Rates</i>

Filing References

Previous ADMs/INFs	Releases Cancelled	NYS Regs.	Soc. Serv. Law & Other Legal Ref.	Manual Ref.	Misc. Ref.
93-DSS-ADM-24	93-DSS-ADM-24	18 NYCRR 408	SSL §§ 20, 34, 62.5, 131-U, 459-f		

I. Purpose

The purpose of this Administrative Directive (ADM) is to notify local departments of social services (LDSSs) and residential domestic violence programs of the most recent revisions made to the New York State Office of Children and Family Services (OCFS) model contract for the purchase of residential domestic violence services. The revised model contract for the purchase of residential domestic violence services outlined in this ADM replaces the model contract issued in 93-DSS-ADM-24 and cancels that ADM.

II. Background

The revisions in the model contract reflect the changes made in Chapter 56 of the Laws of 2019. Chapter 56 of the Laws of 2019 amended Sections 131-u and 459-f of the Social Services Law (SSL). The amendments, consistent with federal regulations, prohibit placing any conditions on the receipt of residential services for victims of domestic violence. The specific changes include eliminating the requirement that victims of domestic violence apply for public assistance to pay for the costs of emergency shelter and services at a residential program for victims of domestic violence, and repealing requirements that providers charge victims a fee for services. In addition, the amendments state that access to personally identifying information about a victim of domestic violence is permitted only when the victim of domestic violence has provided written, informed, and reasonably time-limited consent.

The provisions in 18 NYCRR 408.8(a) state that each LDSS, which does not directly operate a residential program for victims of domestic violence, must negotiate and enter a contract with at least one residential program for victims of domestic violence located within the district or a contiguous district. In addition, 18 NYCRR 408.8(a) provides that any contract entered into by a social services district and a residential program may not abrogate the obligation of the social services district to offer and provide temporary shelter, emergency services and care to victims of domestic violence pursuant to Section 408.3 of this Part.

OCFS has developed a model contract for use by all social services districts which elect to purchase residential domestic violence services rather than providing such services directly.

The model contract can be modified to cover additional details or to reflect in greater detail the specifications and terms under which payment will be made for services rendered. The terms "LDSS" and "residential domestic violence program," as used in this ADM, are synonymous with the terms "Department" and "Agency," respectively, in the model contract.

III. Summary of Modifications

In general, the language in the Agreement, and attachments have been drafted to bring the contractual obligations into compliance with recent changes in Social Services Law §131-u and §459-f. Two additional changes to note:

- All references to "New York State Department of Social Services" are changed to "New York State Office of Children and Family Services," or "OCFS," as applicable.
- Attachment B-1 *Schedule A: Program Narrative* has been renamed to, Attachment B-1 *Verification of OCFS Licensed Residential Program for Victims of Domestic Violence*, and modified to reflect that the Agency submit a copy of its current OCFS issued operating certificate(s) for their applicable residential programs for victims of domestic violence.

IV. Required Action

LDSSs must modify their residential domestic violence agreements to follow the revised model contract for the purchase of residential domestic violence services.

- A. The duration of the agreement must not exceed twelve (12) months.
- B. The county attorney may add any county legal or policy requirements that do not conflict with any applicable state or federal laws or regulations.
- C. In accordance with the provisions of section 459-h of SSL, and 18 NYCRR 452.10(c), all information related to the general location or specific street address of the residential program for victims of domestic violence must be kept confidential and not subject to release or disclosure. A residential program for victims of domestic violence must maintain a business mailing address separate and distinct from the actual street address of the residential program. For the purpose of the agreement, the business mailing address must be used.

V. Effective Date

Information contained in this ADM and the revised model contract for the purchase of residential domestic violence services becomes effective immediately upon release of this ADM. Existing contracts are subject to the statutory amendments that took effect in Chapter 56 of the Laws of 2019. OCFS recommends that LDSSs modify current contracts to reflect these changes.

/s/ Lisa Ghartey Ogundimu

Issued By:

Name: Lisa Ghartey Ogundimu

Title: Deputy Commissioner

Division/Office: Child Welfare and Community Services

/s/ Derek Holtzclaw

Issued By:

Name: Derek Holtzclaw

Title: Deputy Commissioner

Division/Office: Administration

Attachment A

AGREEMENT FOR PURCHASE OF RESIDENTIAL SERVICES FOR VICTIMS OF DOMESTIC VIOLENCE

This AGREEMENT made this ___ day of _____, 20___, by and between the County of _____ through the _____ County Department of Social Services, hereinafter called the Department, located at _____, _____, New York _____, and _____ hereinafter the Agency, located at _____ a not-for-profit agency licensed or otherwise authorized by the New York State Office of Children and Family Services (OCFS) to provide residential domestic violence services.

WHEREAS, the commissioner of Social Services of the County of _____, hereinafter Commissioner, is charged with the responsibility for the provision of all residential domestic violence services in the County of _____ pursuant to Sections 20(3)(d), 34(3)(f), 131-u and 459 of Social Services Law; and

WHEREAS, the Commissioner may provide such residential domestic violence services either directly or through a contract with a residential program for victims of domestic violence services as such term is defined in Section 459-a (4) of the SSL and New York State regulations, and

WHEREAS, the Agency, under the terms of its corporate authority, has the authority to provide the services required to be performed herein and made a part of hereof, and is duly licensed by OCFS to provide said services, and

NOW THEREFORE, in consideration of the mutual promises herein contained the Department and the Agency mutually agree as follows:

SECTION I - DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they have the following meaning unless otherwise clearly noted:

1. **APPROVED PER DIEM RATE** - the daily rate of reimbursement established by the New York State Office of Children and Family Services and approved by the director of the budget of the State of New York for a residential program for victims of domestic violence. This rate will be payable by the social services district in which a victim of domestic violence was residing at the time of the domestic violence incident whenever such victim and any minor children receive temporary shelter, emergency services and care at such a program.
2. **RESIDENTIAL PROGRAM FOR VICTIMS OF DOMESTIC VIOLENCE** - any residential care program certified by the New York State Office of Children and Family Services and operated by a not-for-profit organization for the purpose of providing emergency shelter, services and care to victims of domestic violence. They include domestic violence shelters, domestic violence programs/mixed occupancy shelters, safe home networks and domestic violence sponsoring agencies.
3. **DOMESTIC VIOLENCE SHELTER** - a congregate residential facility with a capacity of 10 or

more persons, including adults and children, organized for the exclusive purpose of providing emergency shelter, services and care to victims of domestic violence and their minor children, if any.

4. **DOMESTIC VIOLENCE PROGRAM (also referred to as DOMESTIC VIOLENCE MIXED OCCUPANCY SHELTER)** - a facility that would meet the definition of a domestic violence shelter, except victims and their minor children, if any, constitute at least 70 percent of the clientele of such program. The remaining 30 percent may only consist of persons who will not be disruptive of the provision of services and will not jeopardize the safety and well-being of the residents.
5. **DOMESTIC VIOLENCE SPONSORING AGENCY** - a not-for-profit organization offering emergency shelter at a domestic violence safe dwelling, and emergency services and care to victims of domestic violence and their minor children, if any.
6. **DOMESTIC VIOLENCE SAFE DWELLING** - a self-contained residence that is owned, leased, rented or otherwise under the control and supervision of a domestic violence sponsoring agency; has a capacity of nine or fewer persons including adults and children; is secured as specified in 18 NYCRR Section 455.8; has been designated by the domestic violence sponsoring agency to provide emergency shelter exclusively to victims of domestic violence; and has been approved by a domestic violence sponsoring agency pursuant to the standards contained in 18 NYCRR Part 455.
7. **SAFE HOME NETWORK** - an organized network of private homes offering emergency shelter and services to victims of domestic violence and their minor children that is coordinated by a not-for-profit organization.
8. **SAFE HOME** - a self-contained private residence that is owned, leased, rented, or otherwise under the direct control of a single person or family or two or more unrelated persons which has been approved by a safe home network for the purpose of providing emergency shelter to victims of domestic violence and their minor children, if any.
9. **RESIDENT** - any victim of domestic violence and his or her minor children who receive emergency shelter, services and care in a residential program.
10. **VICTIM OF DOMESTIC VIOLENCE** – pursuant to Social Services Law §459-a, a victim of domestic violence means any person over the age of 16, any married person or any parent accompanied by his or her minor child or children in situations in which such person or such person's child is a victim of an act which would constitute a violation of the Penal Law, including, but not limited to acts constituting disorderly conduct, harassment, aggravated harassment, sexual misconduct, forcible touching, sexual abuse, stalking, criminal mischief, menacing, reckless endangerment, kidnapping, assault, attempted assault, or attempted murder; criminal obstruction of breathing or blood circulation, or strangulation, identity theft, grand larceny or coercion; and
 - (a) such act or acts have resulted in actual physical or emotional injury or have created a substantial risk of physical or emotional harm to such person or such person's child; and
 - (b) such acts or acts are, or are alleged to have been, committed by a family or household

member as defined in Social Services Law §459-a (2).

11. **PUBLIC ASSISTANCE** – also referred to as temporary assistance (TA), is temporary help for needy adults and children. It includes Family Assistance and Safety Net Assistance. Family Assistance provides temporary assistance to eligible needy families that include a minor child living with a parent or caretaker relative. It is operated under the federal Temporary Assistance for Needy Families (TANF) guidelines. Safety Net Assistance provides cash assistance to needy individuals and families who are not eligible for Family Assistance.

SECTION II - TERM OF AGREEMENT AND RENEWAL

1. The term of this Agreement shall be from _____ through _____ (maximum of 12 months) and may be renewed in writing from year-to-year thereafter. Renewal is not automatic and is dependent upon annual negotiations agreeable to each party, and completed prior to the end of the term of this Agreement.
2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care, in whole or in part, after the expiration of the term set forth herein or any renewal thereof, except as herein provided. The Agency must give notice in writing of its intention not to renew the Agreement at least three months prior to the expiration of this Agreement.
3. If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.
4. If negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement covering the period until negotiations are completed and a new Agreement is executed or an appropriate notice of termination is issued, pursuant to Section X of this Agreement.

SECTION III - SCOPE OF SERVICES

1. It is mutually agreed between the Department and the Agency that the Agency shall provide residential services for victims of domestic violence in accordance with the laws and regulations of New York State, including, but not limited to, 18 NYCRR Parts 408, 452, 453, 454 and 455, as well as those standards prescribed by the New York State Office of Children and Family Services. Residential services for victims of domestic violence must be available services to all victims of domestic violence regardless of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, or disability, predisposing genetic characteristic, familial status, or marital status.
2. In accordance with the provisions in 18 NYCRR Part 408.4(b), when a victim goes directly to the Agency, the Agency shall be responsible for determining the victim's eligibility for services. When a victim goes directly to the Department, the Department will be responsible for determining a victim's eligibility or for referring the victim to a residential program for an eligibility determination.
3. When the Agency determines that a victim is eligible for admission and admits such victim into the program, the Agency must provide notice of such admission to the Department if the victim resided within the Department's jurisdiction at the time of the domestic violence incident,

provided however, that personally identifying information may only be disclosed to the Department if the Agency has received written, informed and time-limited consent from the victim to share that information. In the event the victim admitted into the program does not consent to the disclosure of their personally identifying information to the Department, the Agency must complete the OCFS-2200, *District of Fiscal Responsibility (DFR) Determination Worksheet for Domestic Violence Programs for Victims Not Receiving or Applying for Temporary Assistance*. The notice must be given on or before the first working day following admission.

4. The Agency shall ensure that the victim is informed about their right to apply for public assistance and the relevant information to make an informed decision whether to apply. The relevant information must include, and is not limited to, understanding what personally identifying information is required, how that information will be used, and what benefits and services are available through public assistance. The victims must be informed that a social services district cannot require the victim to apply for public assistance.
5. If the victim chooses to apply for public assistance, they shall complete form OCFS-2201, *Domestic Violence Release of Information*, and the common application (LDSS-2921), and to the extent the victim remains in the residential program, completes the application process for public assistance.
6. The Department shall determine the financial eligibility of victims who choose to apply for public assistance and care.
7. The Department must designate a representative to receive notices of admissions made by the Agency and to serve as the liaison to the Agency on any payment or program issues relating to the admission of victims of domestic violence.
8. The Agency agrees to provide residential services for victims of domestic violence in accordance with 18 NYCRR Parts 452-455 and the rates of payment established by the New York State Office of Children and Family Services, which are appended to the contract as Schedule A. These rates are not negotiable in accordance with the New York State Office of Children and Family Services' regulations.

SECTION IV – REIMBURSEMENT

1. The Department agrees to pay to the Agency, on a monthly basis, within 60 days of receipt of billing, an amount equal to the applicable per diem rate(s) set forth by the New York State Office of Children and Family Services as per an annual policy issuance of the Domestic Violence State Aid Rates on Schedule A (Attachment B-2), multiplied by each bed night actually provided by the Agency, pursuant to 18 NYCRR, Sections 408.4 and 408.5 for each victim and child provided residential services who was residing within the Department's jurisdiction at the time of the domestic violence incident.
2. The Department shall reimburse the Agency for the costs of assistance for those persons who voluntarily applied for public assistance and care contingent upon the Department's receipt of a signed and completed domestic violence release of information (OCFS-2201) and common application (LDSS-2921) on behalf of an individual victim and a completed claim form to the district liaison, _____. Any claim form submitted pursuant to this paragraph must

have been approved by the Department.

3. When the Department determines that a victim of domestic violence is ineligible for public assistance and care, when an application for public assistance is not complete, or when the victim chooses not to apply for public assistance, the Department shall reimburse the Agency for the costs of emergency shelter and services provided to the victim at the daily reimbursement rate established by the New York State Office of Children and Family Services reduced by any other reimbursement available for such costs. To the extent funds are appropriated and the Department has exhausted its Adult Protective/Domestic Violence allocation under Title XX of the federal Social Security Act, such expenditures will be subject to the applicable State reimbursement.
4. A dollar amount for each of the program types provided must be specified in Schedule A (Attachment B-2).
5. The anticipated total cost of the Agreement is an estimate and shall serve as the limit of obligation under this Agreement. Should it appear that the amount entered may be exceeded, an amendment to the Agreement shall be executed. This figure shall serve only as an upper limit and in no way, obligates the Department to purchase residential services for victims of domestic violence up to this amount. The amount entered can be based upon experience during the past contract year modified by the anticipated experience during the new Agreement period. The total cost of this Agreement shall not exceed \$ _____.

SECTION V – GENERAL RESPONSIBILITIES FOR PARTIES

1. The governing board of the Agency shall exercise oversight over the Agency's day-to-day affairs and programs. The Agency shall have the responsibility for the day-to-day provision of residential services to victims of domestic violence for each person placed in it in accordance with this Agreement and with appropriate New York State Office of Children and Family Services regulations.
2. The Agency shall maintain sufficient staff, facilities and equipment, in accordance with the regulations of the New York State Office of Children and Family Services, in order to provide the services.

SECTION VI - BOOKS, RECORDS AND REPORTS

1. The Agency shall keep accurate records in conformance with the New York State Office of Children and Family Services regulations.
2. All information contained in the Agency's files shall be held confidential by the Agency and the Department pursuant to the applicable provisions of the Social Services Law and any other regulations promulgated thereunder, including but not limited to 18 NYCRR Part 357, Part 408, Part 423, and Part 452, as well as 45 CFR §1370.4 of the Family Violence and Prevention Act (FVPSA) regulations, and any applicable federal laws and regulations promulgated thereunder and shall not be disclosed except as authorized by law.
3. The Agency shall maintain non-personally identifiable statistical records as required by the New York State Office of Children and Family Services and shall furnish such data at the times

prescribed by and on forms supplied by the New York State Office of Children and Family Services.

4. The Agency agrees to maintain financial books, non-personally identifiable records, and necessary supporting documents as required by the New York State Office of Children and Family Services. The Agency shall use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by the New York State Office of Children and Family Services.
5. Such financial and non-personally identifiable statistical records shall be subject to inspection, review, excerpts, transcription or audit by authorized state and/or federal personnel. Access to personally identifying information contained in books and records is permitted only upon informed, written, and reasonably time-limited consent from the victim of domestic violence. A victim of domestic violence cannot be mandated to provide such consent.
6. The Agency agrees to retain all financial books, non-personally identifiable records, and other documents relevant to this Agreement for eight years after the Agency receives final payment for the services to which they relate, during which time, authorized state and/or federal auditors shall have access to and the right to examine all financial books, non-personally identifiable records, and other documents relevant to this agreement. In addition, the Agency shall make available, upon written request, this Agreement, and books, documents, papers and records of the Agency that are necessary to certify the nature and extent of such costs involved, to the secretary of the United States Department of Health and Human Services, or upon request, to the comptroller general or any of their duly authorized representatives. Access to the above noted data is limited to that provided for in 18 NYCRR §§ 452.8 and 452.10. In addition, access to personally identifying information contained in any books, documents, papers, and records is permitted only upon informed, written, and reasonably time-limited consent from the victim of domestic violence. A victim of domestic violence cannot be mandated to provide such consent.

SECTION VII – ACCOUNTABILITY

1. The Agency agrees that a program and facilities review pertaining to the delivery of domestic violence services under this Agreement, including meetings with recipients of service, review of service policy and procedural issues, review of staffing and job descriptions and meetings with staff directly or indirectly involved in the provision of services may be conducted at any reasonable time by qualified personnel from those state and federal agencies with the required legal powers and statutory authority to conduct such activities, as limited by 18 NYCRR 452.10.
2. If the Agency does not conform to the provisions of this Agreement, the Department may, after written notice of the failure to adequately perform under the Agreement, may refer the matter to the New York State Office of Children and Family Services for any actions deemed necessary by the New York State Office of Children and Family Services.
3. The Agency shall not make any subcontract for the performance of any part of this Agreement.
4. The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which

would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such interest including board members shall be employed. The names and addresses of the members of the Board of Directors of the Agency shall be annexed to this Agreement.

SECTION VIII – COMPLIANCE WITH LAW

1. Pursuant to Article 15 of Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Agency will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, familial status, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
2. In addition, if the total cost of this Agreement is in excess of \$100,000, the Agency shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

SECTION IX – TERMINATION OF AGREEMENT

1. The Agreement may be terminated by the mutual written agreement of the contracting parties.
2. The Agreement may be terminated by the Department, for cause, upon the failure of the Agency to comply with any of the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the Agency written notice specifying the Agency's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Agency. The notice shall be given to the Agency's executive director or designated representative at the Agency's business address. The effective date of termination shall not be less than 30 days from the date of the notice. In any event, the effective date of termination shall not be later than the Agreement expiration date. The Agreement will be terminated immediately if the operating certificate is revoked pursuant to 18 NYCRR Part 452.
3. In addition to the termination provisions set forth above, the Department shall have the right to terminate this Agreement, in whole or in part, if the Agency has failed, at any time, to comply with any applicable federal, state or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required.

SECTION X – INDEMNIFICATION

1. The Department and the Agency agree that the Agency is an independent contractor and is not an employee of the Department. The Agency agrees to indemnify the Department for any

loss the Department or the State of New York may suffer if such losses result from the claims of any person or organization (excepting only the Department) injured by the negligent acts or omission of the Agency, its officers and/or employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, the Department, and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firms, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

2. This Agreement may not be assigned, transferred or in any way disposed of by the Agency without the prior written approval of the Department.

3. The Agency warrants that it and its service staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, State or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames.

PROPOSED SIGNATURE PAGE

IN WITNESS, HEREOF:

The parties hereto have executed this agreement as of the day and year first above written.

_____ County Department of Social Services

By: _____
Commissioner

Date

By: _____
County Executive

Date

Approved as to Form:

County Attorney

Date

(Name of Agency)

By: _____
Executive Director

Date

STATE OF NEW YORK)
COUNTY OF _____)

On this _____ day of _____, 20__,

personally came _____ before me, to be known, who being duly sworn, did depose and say that (s)he resides in _____; that (s); he is an (the) _____ of the corporation described herein and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

My Commission expires

Appendix A

Rev.4/21/17

Federal Assurances and Certifications

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the New York State Office of Children and Family Services

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) and Executive Order Number 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal

or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

13. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

14. This contract is funded in whole or part with federal funds under the CDFA No(s) shown on the first page of Appendix C or Appendix X for renewals. OCFS is a pass-through entity of these federal funds. As a recipient of these federal funds, the Contractor may be determined, as shown on the first page of Appendix C or Appendix X for renewals, to be a sub-recipient of federal funds or assistance. Sub-recipients of federal funds or assistance have the responsibility of reporting to OCFS in addition to the sub-recipient's responsibility to file reports with the federal clearinghouse designated by Office of Management and Budget (OMB). If this contract will require the Contractor to expend \$750,000 or more of federal funds from this contract, or in total with other contracts or grants of federal funds or assistance in the Contractor's fiscal year, regardless of the source of the funding, the Contractor is required to comply with the terms and provisions of the 2 CFR Part 200 (Subparts A – F) - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* or, if applicable, 45 CFR Part 75 or other applicable federal regulation. The Contractor will notify OCFS if it reasonably expects to expend the sum of \$750,000 of federally derived funds, in its fiscal year, as soon as it has notice of awards, grants or contracts totaling \$750,000 in federal funds but in no event later than the close of the calendar year. The Contractor will have an audit performed pursuant to the requirements of 2 CFR Part

200 (Subparts A – F) - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* or, if applicable 45 CFR Part 75 or other applicable federal regulation, and provide OCFS with the required reports within 30 days of the Contractor's receipt of the independent audit report or within 9 months after the close of the Contractor's fiscal year, whichever event is sooner.

15. Certifies that Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The contractor/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions of children's services and all subgrantees shall certify accordingly.

16A. 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 4. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 5. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 6. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph four). 7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes: Criminal drug statute means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance: Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees: (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant: and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement: consultants or independent

contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

16B. Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

16C. Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

17. Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the Executive or Legislative Branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting

to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18A1. Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency

by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

18A2. (1) Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (federal, state, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

18B.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part

9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

18B.2 a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

ATTACHMENT B-1

VERIFICATION OF OCFS LICENSED RESIDENTIAL PROGRAM FOR VICTIMS OF DOMESTIC VIOLENCE

License Verification

1. The Agency shall provide copy of the current operating certificate issued by New York State Office of Children and Family Services for each program type (e.g. domestic violence shelter, domestic violence program/mixed-occupancy shelter, domestic violence sponsoring agency, or safe home network) operated by the Agency to the Department.
2. The Department can reach out to the applicable Office of Children and Family Services Regional Office as listed on the Administrative Directive with any questions related to the current status of any OCFS licensed residential program for victims of domestic violence.

Attachment B-2

Schedule A. REIMBURSEMENT RATES

Maintenance Per Diem Rates

Effective Date:

Each Facility Name	DV Shelter	DV Program/ Mixed Occupancy Shelter	Safe Dwelling	Safe Home

The total cost of this contract may not exceed \$_____.