

**ATTACHMENT A-1  
AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS**

**OTDA Specific Terms and Conditions**

**I. PERSONNEL**

- A. It is the policy of Office of Temporary & Disability Assistance (OTDA) to encourage the employment of qualified applicants/recipients of public assistance by both public organizations and private enterprises that are under contractual agreement to OTDA for the provision of goods and services. Contractors will be expected to make best efforts in this area. OTDA may require the Contractor to demonstrate how the Contractor has complied or will comply with the aforesaid policy.
- B. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from OTDA, to the degree that such change is within the reasonable control of the Contractor.

**II. OFFICE SERVICES**

- A. Title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined between the Contractor and OTDA, in Federally funded contracts, pursuant to Federal regulations 45 CFR Part 74, Subpart O, unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of OTDA. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to OTDA, unless OTDA has given direction for or approval of an alternative means of disposition in writing.
- B. Upon written direction by OTDA the Contractor shall maintain an inventory of those properties which are subject to the provisions of paragraph A.

**III. GENERAL PROVISIONS**

- A. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OTDA under the Federal Social Security Act.

- B. OTDA will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated thereunder. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

#### **IV. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) PARTICIPATION, EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND WORKFORCE UTILIZATION REPORTING REQUIREMENTS FOR ALL NYS OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE CONTRACTS AND GRANTS**

**Authority:** Article 15-A of the Executive Law, 5 NYCRR parts 140-145, Executive Order No. 162 Ensuring Pay Equity by State Contractors, and requirements of any federal law concerning opportunities for Minority and Women-owned Business Enterprises which effectuate the purpose of Article 15-A.

##### **I. General Provisions**

- A. The OTDA is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), and Executive Order No. 162 Ensuring Pay Equity by State Contractors for all applicable State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OTDA, to fully comply and cooperate with OTDA in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder and Executive Order No. 162 Ensuring Pay Equity by State Contractors. These requirements include equal employment opportunities for minority group members and women (“EEO”), contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBES”), and Workforce Utilization Reporting. The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable

federal, state, and local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to OTDA pursuant to the Contract and applicable law.

## **II. Contract Goals**

- A. For purposes of this Contract, OTDA hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified minority-owned business enterprise (“MBE”) participation and 15% for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract].
- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
  - 1. Evidence of outreach to MWBEs;

2. Any responses by MWBEs to the Contractor's outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OTDA with MWBEs; and,
5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

### **III. Equal Employment Opportunity ("EEO") and Workforce Utilization Reporting**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women, and Executive Order No. 162 Ensuring Pay Equity by State Contractors, shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
  1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to OTDA within seventy- two (72) hours after the date of the notice by OTDA to award the Contract to the Contractor.
  3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OTDA may require the Contractor or subcontractor to adopt a model statement (see Form OTDA-4970 Minority and Women-owned Business Enterprise – Equal Employment Opportunity Policy Statement).
  4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or

applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce.

- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
- c. 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.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Form OTDA-4934 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OTDA.

#### D. Form OTDA-4971 - Workforce Utilization Reporting

To ensure compliance with this Section, the Contractor shall do the following:

- 1. Complete a Workforce Utilization Report, and require each of its

subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OTDA on a QUARTERLY basis during the term of the Contract.

2. Select the Occupation Classification and Job Title that best describes each group of employees performing work on the state contract.
  3. Include the Total Compensation for all groups of employees that perform work under each Occupation Classification and Job Title.
  4. Submit separate Workforce Utilization Reports for Contractor and any subcontractors performing work on the contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, 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.

#### **IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OTDA, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OTDA, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OTDA shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

#### **V. Waivers**

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by OTDA. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OTDA shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If OTDA, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regard to such non-compliance, OTDA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **VI. Quarterly MWBE Contractor Compliance Report**

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OTDA by the 7<sup>th</sup> day following the end of each quarter during the term of the Contract.

#### **VII. Liquidated Damages - MWBE Participation**

- A. Where OTDA determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to OTDA liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and,
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OTDA,

the Contractor shall pay such liquidated damages to OTDA within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

## **V. SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES (SDVOBS) UTILIZATION**

**Authority:** Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. The OTDA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OTDA contracts.

### **I. General Provisions**

- A. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.
- B. For purposes of this procurement, OTDA conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>.
- C. Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

## **VI. REPORTS AND DELIVERABLES**

- 1. Should the Contractor fail to submit, to the extent required by the OTDA, any reports or documents as required in the above paragraph (a), the OTDA



reserves the right to suspend any payments due until such time as the reports or documents are submitted by the Contractor to the OTDA.

2. If the Contractor expends \$750,000 or more in Federal funds during any one fiscal year, the Contractor will be subject to the Audit Requirements and provisions of OMB Super Circular, found in Federal regulations at 2 CFR Part 200 (Subparts A – F) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and, all other audit requirements determined applicable by the OTDA. The audit shall be completed on an annual basis and the audit report submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the OTDA. The audit shall be conducted in accordance with generally accepted government auditing standards by an independent auditor and submitted in a form determined by the OTDA. The OTDA will report its findings and any recommendations to the Contractor and may impose any sanctions as determined appropriate. The cost of audits made in accordance with these provisions are allowable charges to the Contract, charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars.

## **VII. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS**

The Contractor agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such information with regard to services authorized by the Social Services Law in conformity with the provisions of applicable State and Federal laws and regulations (e.g. Sections 136 and 372 of the Social Services Law, 18 NYCRR 357). Recipients of services other than those which are authorized by Social Services Law shall have their confidentiality protected as directed by OTDA. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

## **VIII. PUBLICATIONS AND COPYRIGHTS**

All of the license rights so reserved to OTDA and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services, United States Department of Agriculture, United States Housing and Urban Development, United States Social Security Administration, and subject to the provisions on copyrights contained in 45 CFR Part 74, Subpart O.

## **IX. PATENTS AND INVENTIONS**

The Contractor agrees that any and all inventions, conceived or first actually

reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to OTDA. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to 45 CFR Part 74.36 and any amendments thereto.

**X. TERMINATION**

To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of OTDA terminated immediately upon the insolvency of the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OTDA to the Contractor.

**XI. NOTICES AND REFUNDS**

**A. Notices to the State shall be addressed to the Program Office designated below:**

To: **New York State Office of Temporary and Disability Assistance**

Contact Name:	Kristin Shanahan	
Title:	Temporary Assistance Specialist 1	
Address1:	40 N. Pearl Street, 11-C	
Address2:	Albany, NY 12243	
Telephone Number:	518-473-2536	
Facsimile Number:	518-486-7650	
E-Mail Address:	Kristin.shanahan@otda.ny.gov	

**B. Refunds shall be made payable to and addressed, as stated below:**

Payable to: **NYS Department of Tax and Finance**

Mail to: New York State Office of Temporary and Disability Assistance

Address1: 40 North Pearl Street, 12D

Address2: Albany, NY 12243

Attention: Jason Wilkie

- C. **Notices to the Contractor**, all notices shall be made to the contractor's designee as outlined on cover pages.

## **XII. ADDITIONAL ASSURANCES**

- A. The Contractor agrees to observe all applicable Federal Regulations, including those contained in 45 CFR Part 84 and 28 CFR Part 41.
- B. OTDA and Contractor agree that Contractor is an independent Contractor, and not an employee of OTDA. Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only OTDA) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, corporation who may be injured or damaged by Contractor in the performance of the contract, 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 the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.
- C. The contractor understands that it must comply with Federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), Section 306 of the federal Clean Air Act, Section 306 of the federal Clean Water Act, and that it must certify that neither it nor its principals are debarred or suspended from federal financial assistance programs and activities and to complete and return in pursuit of such certification any appropriate form required by OTDA (see federal Executive Order 12549 and 7 CFR Part 3017).

## **XIII. OTHER AGENCY USE**

- A. Upon request by any other State Agency, the Contractor may enter into an agreement with such agency for the purchase of the goods and services that are the subject of this AGREEMENT. Such new agreement shall provide that the cost of such goods and services to the agency entering into such agreement shall be the same as charged to OTDA under this AGREEMENT except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing

goods and services which can be attributed to the fact that the agency requires the contractor to be obligated to standard contractual provisions that are more onerous than those contained in the Standard Clauses for New York State Contracts or the Master Contract for Grants.

- B. Upon request by a social services district or its designated purchasing agent, the Contractor may enter into an agreement with such district or agent for the purchase of the goods and services that are the subject of this AGREEMENT. Such new agreement shall provide that the cost of such goods and services to the district/agent entering into such agreement shall be the same as charged to OTDA under this AGREEMENT except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the municipality constituting the social services district requires the contractor to be obligated to standard contractual provisions are more onerous than those contained in Standard Clauses for New York State Contracts or the Master Contract for Grants.

The Contractor grants the option to the State of New York to extend the terms and conditions of this AGREEMENT to any other State agency in New York as well as local/county human services jurisdictions in New York for the provision of the services set forth herein.

#### **XIV. NO WAIVER**

Any failure by the OTDA to declare a breach or to insist upon the strict performance by the Contractor of any covenant, term or provision hereof shall not be deemed to be a waiver of any of the covenants, terms and provisions hereof, and the OTDA, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Contractor of any and all of the covenants, terms and provisions of this AGREEMENT to be performed by the Contractor.

#### **XV. SEVERABILITY**

In the event that any provision of this AGREEMENT is held to be invalid, such invalidity shall not affect other provisions, which can be given effect without the invalid provisions, and to this end provisions of this AGREEMENT are declared severable.

#### **XVI. ENTIRETY OF THE AGREEMENT**

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understanding, oral or otherwise, regarding the subject matter of this

AGREEMENT shall be deemed to exist or to bind any of the parties hereto.

**XVII. Executive Order Number 38: Limits on State-funded Administrative Costs and Executive Compensation**

Funds requested in support of administrative personnel are subject to Executive Order

#38. Pursuant to this order, grant funds may not be used to support the salaries of administrative personnel that receive compensation in excess of \$199,000 without an approved waiver. OTDA may adjust the compensation cap annually based on appropriate factors and with the approval of the Director of the Division of Budget.

On January 18, 2012, Governor Andrew M. Cuomo issued Executive Order Number 38, "Limits on State-Funded Administrative Costs and Executive Compensation," which required that certain State agencies, including those involved in this RFP, promulgate regulations limiting State reimbursement for administrative expenses and executive compensation of service providers. Any contract awarded through this RFP will be subject to the EO 38 regulations if the awardee is a "covered provider" within the meaning of those regulations. Important Legal Notice: Based upon the April 8, 2014 decision in Agencies for Children's Therapy Services, Inc. v. New York State Department of Health, et al. ("ACTS"), covered providers conducting business in Nassau County need not file Executive Order 38 disclosures. For purposes of this notice, "conducting business" means having a place of business within Nassau County, providing program services or administrative services involving the use or receipt of State funds or State-authorized payments within Nassau County, or otherwise conducting business within Nassau County in relation to which executive compensation is paid. Please note that the ACTS decision is under appeal. Those affected by the ACTS decision should periodically check the EO 38 website for updates regarding any changes to this notice. <http://executiveorder38.ny.gov/>

## **PROGRAM SPECIFIC CLAUSES**

### **I. ADDITIONAL PROVISIONS**

- A. The Contractor shall be bound by the additional terms and conditions contained in the appendices which are attached hereto and made part hereof.
- B. The parties recognize that under the law of the State of New York, this AGREEMENT is not wholly executory until and unless approved by the Comptroller of the State of New York.
- C. The Contractor agrees that no part of any submitted claim will have been previously paid either by the State or by any other funding source(s).
- D. The Contractor warrants that all the statements, data and other information and material furnished by the Contractor are true, complete and correct.
- E. The section headings of this AGREEMENT are for convenience of reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT.
- F. The rights and remedies of the OTDA provided in this AGREEMENT shall not be exclusive and are in addition to all other rights and remedies provided at law or in equity.
- G. As specified on the face page, the initial term of this AGREEMENT is as stated. This AGREEMENT may be amended at the discretion of the OTDA and the availability of funds, as specified within the AGREEMENT or within any subsequent Modification Agreement(s) (Appendix X). OTDA reserves the right to adjust annual funding levels in subsequent contract years. Each modification shall be on the forms specified by the OTDA and which have been incorporated into this AGREEMENT.