

## Agency Agreement

It is understood and agreed to by the applicant that (1) This RFA does not commit the New York State Office of Temporary and Disability Assistance (OTDA) to award any contracts, pay the costs incurred in the preparation of response to this RFA, or to procure or contract services. (2) OTDA reserves the right to amend, modify or withdraw this RFA and to reject any applications submitted, and may exercise such right at any time and without notice and without liability to any Applicant or other parties for their expenses incurred in the preparation of an application or otherwise. Applications will be prepared at the sole cost and expense of the Offeror. (3) OTDA reserves the right to accept or reject any or all applications that do not completely conform to the instructions given in the RFA, including time frames for submission thereof. (4) Submission of an application will be deemed to be the consent of the applicant to any inquiry made by OTDA of third parties with regard to the applicant's experience or other matters deemed by OTDA relevant to the application. (5) Funds granted for this project will be used only for the conduct of the project as approved. (6) The contract may be terminated in whole, or in part, by OTDA. Such termination shall not affect obligations incurred under the contract prior to the effective date of such termination. (7) When funds are advanced any unexpended balance or funds unaccounted for at the end of the approved period must be returned. (8) Any significant revision of the approved project application must be requested in writing by the contractor prior to enactment of the change. (9) Progress reports must be submitted as required by OTDA. The final program and financial reports must be submitted within a specified time period after the project terminates. Necessary records and accounts including financial and property controls will be maintained and made available to OTDA for audit purposes. (10) All reports of investigations, studies, and publications made as a result of this application must acknowledge the support provided by OTDA. (11) All personal information concerning individuals served or studies conducted under the project are confidential and such information may not be disclosed to unauthorized persons, corporations, or agencies. (12) OTDA reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project. (13) Successful applicants will be subject to the State's prompt contracting law. (14) Selected contractors agree to be bound by the Minority and Women-Owned Business Enterprises/Equal Employment Opportunity anti-discrimination provisions as more fully set forth in this RFA's Section XIV. Minority/Women-Owned Business Enterprises/Equal Employment Opportunity Participation.

OTDA reserves the right, if funds become available, to reconsider additional applications submitted in response to this RFA at that time, using the same award methodology, in lieu of releasing a new RFA, if deemed to be in the best interest of the State.

OTDA anticipates making an award to administer projects for sixty (60) months or less. Projects may be renewed for additional periods depending on continued need for the services, achievement of anticipated outcomes, continued availability of funding and at the sole discretion of OTDA. For those applicants selected as a result of this Request for Applications (RFA), subsequent funding may be at a decreased level.

The applicant certifies that to the best of his/her knowledge and belief the information in this application is true and correct, that he/she will comply with the above agreement if the grant is received, and that this constitutes a firm offer for 180 days.

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(Signature of official authorized to sign for applicant)      (Date)

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(Type name and title)