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A Program of the Office of Temporary and Disability Assistance

# Service Provider Handbook

Updated January 2021

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## Introduction

In order to operate a successful Bureau of Refugee Services (BRS) funded program, it is essential for Service Providers to have a good understanding of all the parts of the Service Provider's contract, in addition to enough knowledge of all the processes and procedures that are involved with entering into a contract and maintaining compliance.

The *Service Provider Handbook* has been developed for Service Providers to use as a guide in navigating the elements and milestones involved in sustaining a BRS program. It contains information regarding contract development and execution, as well as best practices for maintaining case records and generating reports that meet BRS, Office of Temporary and Disability Assistance (OTDA) and Office of State Comptroller (OSC) expectations.

In the hopes that this *Handbook* contains the most accurate, helpful, and up-to-date information, it will remain a "working" document that will be updated as needed.

Further information and assistance on BRS programs may be obtained by contacting your program manager

-or-

visiting the BRS website at [http://otda.ny.gov/programs/Refugee\\_Services/](http://otda.ny.gov/programs/Refugee_Services/).

## What is the Bureau of Refugee Services?

BRS is a State level entity located under Integrated Family Assistance Programs within the Office of Temporary and Disability Assistance (OTDA) and is responsible for the implementation of services to refugees in New York State.

The federal Refugee Act of 1980 incorporated a co-existing array of private refugee resettlement agencies and public agencies serving refugees into a national Refugee Resettlement Program under the shared jurisdiction of the Department of State and the Office of Refugee Resettlement (ORR) within the Department of Health and Human Services. Under the Act, each state participating in the program is represented by a State Refugee Coordinator. In New York State, the position of State Refugee Coordinator is synonymous with the position of BRS Director.

BRS' mission is to direct resources to local entities that assist refugees and their families in achieving early economic and social self-sufficiency, help repatriated citizens return home safely, assist victims of human trafficking, and assure proper foster care for unaccompanied refugee and entrant minors. BRS administers several state and federally funded programs to achieve this mission.

Funding for BRS programs is made possible through the New York State budget, as well as federal grants from the U.S. Department of Health and Human Services, Office of Refugee Resettlement.

See the [BRS Organizational Chart](#).

BRS is comprised of the following four areas:

### **Refugee Services Unit**

Staff is responsible for contract development of the Refugee Social Services, Services to Older Refugees, New York State Enhanced Services to Refugees, Unaccompanied Refugee Minors and U.S. Repatriation Program Non-Emergency Services in NYC programs. Staff is also responsible for language access policy.

### **Vulnerable Populations Unit**

Staff is responsible for the state's Response to Human Trafficking and New York Services to At-Risk Youth programs. The unit also provides technical assistance on issues related to New York State's diverse immigrant youth population. As the focal point for human trafficking, the unit works as OTDA's liaison with all agencies regarding the development and implementation of the State's human trafficking program.

## **Language Services Unit**

Staff is responsible for translation and interpretation services. Unit translators and selected vendors produce translated forms and other materials in the native languages of many immigrant communities. The translated forms and materials improve their access to services and benefits through better understanding of program availability and requirements.

## **Administrative Support & Data Management Unit**

Staff is in charge of obtaining and analyzing refugee arrival, preparing required federal reports and ad hoc state reports, processing requests for A-133 single audit reports and maintaining the BRIA Information Network (BIN). BIN is an Internet web-based system that connects BRS with our service providers (and their subcontractors) for the purpose of client eligibility screening, client service history, service planning, reporting of service completions, claiming payment, and preparation of reports. Staff also oversees the Making a Connection, Refugee School Impact Grant and Refugee Health programs.

## Maintaining Client Case Records

Client case records are a combination of case notes, forms, letters, immigration status documents, and other documentation. These various documents detail client eligibility, and service planning and delivery. Case records help Service Providers track individual cases, program outcomes and achievements. They also allow BRS Program Managers to easily reference program activity during monitoring visits.

Service Providers must prepare and maintain individual paper and/or electronic case records for each client enrolled in a program. It is acceptable to maintain hard copy or electronic case records. BRS strongly recommends that hard copy case files are maintained in locked storage cabinets. The files must be made available by the Service Provider to OTDA as needed.

### Components of a Client Case File

#### *Application for Services*

For most contracts, client-specific deliverables/outcomes require an Application for Services that is signed and dated by both client and agency representative once the application is completed and **prior to services being provided**. If an interpreter was used during intake, there is a place for him or her to sign at that time as well. The agency supervisor must sign and date the application within 30 days of the client and agency representative signatures, or prior to submission of a voucher; whichever date is earlier. The agency supervisor's signature on the Application for Services is affirmation that the client is eligible to receive services as evidenced by the immigration status document on file.

Service Providers may complete the Application for Services electronically in the BIN system during client intake, and then immediately print it for signature by the appropriate parties.

Service Providers may also complete and sign hard copies of the Application with their clients, and data enter the information into BIN at a later time. Please note, some BRS programs require that only a paper application be completed. The signed Application for Services is kept in the client files with the other case records and documentation.

An Application for Services is completed for each client who wishes to receive a program's services.

A **new** Application for Services is required for a client with whom an Application was previously completed for the following situations:

- When a new contract term begins;

- When there is a change in the client's immigration or marital status;
- When there is a change in the client's household size (for employment-based programs); or
- When there is a significant change in the client's household income (for employment-based programs).

The Service Provider may use an alternative Application for Services. Such alternatives must be submitted in writing and approved by BRS prior to being used.

### Application for Refugee-Related Services Programs

Agency	Application Data-Entry Date	Application Number

A- General Information			
Applicant Name		Applicant Address	
National Origin			
Ethnicity			
			Phone

B- Family Data								
No.	Name: Name: Last, First MI	Allen No.	Entry Date	SSN	Sex	Employed	BirthDate	Relationship

C- Information for Eligibility Determination			
Immigration Date		Immigration Status	
Cash Assistance	<input type="checkbox"/> Family Assistance	<input type="checkbox"/> Safety Net	<input type="checkbox"/> RCA <input type="checkbox"/> Match Grant <input type="checkbox"/> SSI
CIN			
Total Family Member Income	0.00		
Total Cash Assistance	0.00		
Other Household Income	0.00		
Total Monthly Income	0.00		

D- Applicant Certification
<p>In signing this application, I swear and affirm that the information I have given or will give to the authorized agency as a basis for services is true and correct to the best of my knowledge. I agree to inform the agency promptly of any changes in my needs, income, living arrangements or address.</p> <p><input type="checkbox"/> I have read and understand the contents of this document.</p> <p><input type="checkbox"/> I have received interpretation services and understand the contents of this document.</p>
Applicant Signature
Agency Representative Signature
Interpreter Signature
Agency Supervisor's Signature

### ***Family Self-Sufficiency Plan (FSSP)***

For BRS employment programs, the FSSP is a tool used to summarize a family or individual's barriers to self-sufficiency, the income goals required to obtain self-sufficiency, and relevant information related to education, language, employment history, skills and client aspirations.

Just like the Application for Services, the FSSP is to be completed electronically in the BIN system. The completed FSSP is printed and reviewed with the client, and then signed by the appropriate parties. Subsequently, it is kept on file with the other case records in the client's file.

A **new** FSSP is required for a client with whom a FSSP was previously completed for the following situations:

- When a new contract term begins;
- When there is a change in the client's immigration or marital status;
- When there is a change in the client's household size (for employment-based programs); or
- When there is a significant change in the client's household income (for employment-based programs).

The Service Provider may use an alternative FSSP. Such alternatives must be submitted in writing and approved by BRS prior to being utilized.

**FAMILY SELF SUFFICIENCY PLAN**

Agency	Application Data-Entry Date	Application Number

A- General Information			
Applicant Name		Applicant Address	
National Origin			
Ethnicity			
		Phone	

B- Household Expenses	
Shelter	
Utilities	
Electric	
Gas	
Water	
Phone	
Other	
Food	
Clothing	
Personal Items	
Child Care	
Transportation	
Other Expenses	

C- Family Data								
No.	Name: Name: Last, First MI	Age	Alien No.	Entry Date	Relationship	Employed	Employable	Income Goal
2	,	0			APPLICANT	No	Yes	0.00

**FAMILY SELF SUFFICIENCY PLAN**

Agency	Application Data-Entry Date	Application Number

D- Information for Eligibility Determination	
Immigration Date	Immigration Status
Cash Assistance <input type="checkbox"/>	Family Assistance <input type="checkbox"/>
	Safety Net <input type="checkbox"/>
	RCA <input type="checkbox"/>
	Match Grant <input type="checkbox"/>
	SSI <input type="checkbox"/>
CIN	
Total Family Member Income	0.00
Total Cash Assistance	0.00
Other Household Income	0.00
Total Monthly Income	0.00

E- Employment History						
Is Primary	Type Of Company	Location of Employment	From	To	Occupation	Reason For Leaving

F- Education (Equivalent to years of U.S. education)					
Pre-Arrival	Post-Arrival	Years Of School	Type of Education	Major Course of Study	Certificate/License

G- Language Proficiency				
Primary	Language	Speaking	Writing	Reading

Is Client Enrolled In An ESL Class?

If "No", Please Explain.

Strengths And Skills

Immediate Action Steps

Long Term Goals

Are There Barriers To Employment?

If Barriers Exist, Please List Them Below.

H - Applicant's Certification	
<p>I understand that the purpose of this plan is to:</p> <ol style="list-style-type: none"> <li>1) enable me to prepare for early employment;</li> <li>2) enable me to obtain employment; and</li> <li>3) assist me in the first steps towards my future in the United States.</li> </ol> <p>I have jointly developed this plan with my case manager and I understand its contents.</p> <p>I agree to cooperate with my case manager in following the actions recommended in the plan, including accepting referrals for services and accepting employment offers.</p> <p>I also agree to meet with my case manager on a regular basis to evaluate progress on my plan.</p> <p>I give permission to my case manager to provide a copy of my plan to authorized provider(s) to which I have been referred.</p> <p><input type="checkbox"/> I have read and understand the contents of this document.</p> <p><input type="checkbox"/> I have received interpretation services and understand the contents of this document.</p>	
Applicant's Signature	Date:
Agency Representative's Signature	Date:
Interpreter's Signature	Date:
Agency Supervisor's Signature	Date:

## **Case Notes**

Case notes are the written narrative portions of the case record that explain how the Service Provider has planned and provided services to a client. Many deliverables/outcomes require case notes to accompany other documentation to support service provision and deliverable/outcome achievement.

A case note entry should be made each time a service is provided to the client and/or an action is made by the Service Provider on behalf of a client. Case notes help the Service Provider track client progress and create a narrative link among all of the forms and documents in the case file.

Effective case notes should allow anyone reading the file to walk away with a clear understanding of what service(s) was provided to the client, the order in which things were done, and the impact the service(s) had on the client. It should be apparent by reading the case notes that the services the client received were appropriate based on his or her individual circumstances, and that what was provided is allowable under the terms of the contract.

Each written case note should address the following questions:

1. **WHO** provided the service to **WHOM**?
2. **WHAT** service was provided and **WHAT was the outcome**?
3. **HOW** was the service provided?
4. **WHEN** was the service provided?

Case files must also include a case note indicating the status of the case, and in particular, the final disposition of the case.

The author of each case note entry should also be documented. Additionally, as with other case record documentation, case notes may be maintained digitally (in BIN or other software program) or in hard copy.

## Security, Privacy and Legal Obligations relating to Client Case Records

Everything contained within the Client Case Record is considered **Protected Information**. Safeguarding of Protected Information contained in client case records shall be an integral part of the business requirements and activities of the Service Provider and any employees, subcontractors, vendors, officers, or other agents of the Service Provider who are authorized and have a business justification to access Protected Information to enable Service Provider to perform and/or provide the services pursuant to the underlying grant, contract and/or agreement (**Authorized Persons**).

The Service Provider shall ensure there is no inappropriate or unauthorized use or exposure of Protected Information at any time. The Service Provider shall safeguard the confidentiality, integrity, and availability of Protected Information and comply with the following conditions:

Implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Protected Information. Such security measures shall comply with industry best practices and shall, at a minimum, comply with those requirements set forth by the NYS CISO, (found at: <https://its.ny.gov/ciso/policies/security>) and must comply with all applicable state and federal law, rules, regulations, standards, guidelines, and policies, including any successor laws, rules, regulations, standards, guidelines and policies. Service Provider shall comply fully with all other security policies, standards, and procedures of OTDA not identified in this handbook and any related grant, contract, and/or agreement, but that are nevertheless clearly communicated to it in the performance of the services to be provided.

All Protected Information shall be encrypted at rest and in transit, in accord with, at a minimum, the standard set forth by the NYS CISO, (found at: <https://its.ny.gov/ciso/policies/security>), all applicable state and federal law, rules, regulations and policies and, as appropriate, industry best practices.

At no time shall any Protected Information be copied, disclosed or retained by the Service Provider for any purpose other than performing the services under this Agreement.

Service Provider and Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not described in this Agreement without express prior written consent from OTDA.

Host all Protected Information and maintain and implement procedures to logically segregate and secure Protected Information from Service Provider's data and data belonging to the Service Provider's other customers, including other governmental entities.

The Service Provider must carefully, thoroughly, and thoughtfully vet all software solutions and hardware used to verify that they are compliant with the requirements set forth by the NYS CISO (found at: <https://its.ny.gov/ciso/policies/security>) and fulfill the compliance obligations for the protection of all Protected Information. This vetting process shall also extend to all software solutions and hardware used by Authorized Persons.

To the extent that Service Provider and Authorized Persons have access to Federal, State, or Local government regulated data pursuant to the responsibilities set forth in the grant, contract and/or agreement, Service Provider agrees that it will abide by, and will require in writing its Authorized Persons to similarly abide by any such requirements, including the execution of any documents certifying their compliance with such requirements.

The Service Provider shall not store, maintain, or process Protected Information on a mobile or portable device. The Service Provider will store and maintain Protected Information in a place and manner that is physically secure from unauthorized access (e.g., locked cabinets or storage room) and will store and process electronic Protected Information in such a way that it will be secure from unauthorized access by any means.

The Service Provider will preserve the Protected Information in a manner that complies with all applicable federal, state and local laws, rules, regulations, and policies for the purposes of ensuring applicable data records retention obligations are met.

The Service Provider will comply with the applicable New York State Information and Security Breach Notification Act and the SHIELD Act (General Business Law Section 899-aa and 899-bb; State Technology Law Section 208), as amended.

## Data Entry, Payment and Reporting

The majority of BRS contracts are performance based. A few are expenditure based. For almost all programs, Service Providers track and report performance outcomes by using BIN. Not only is BIN used for tracking and reporting, but it is also used to electronically submit claims for payment.

For programs that are not set up for payment and reporting using BIN, a manual method using a hard copy Claim for Payment form is used.

## BRIA Information Network (BIN)

### *Getting Started*

BRS Staff provides BIN training for new Service Providers. These trainings usually occur at the beginning of a new contract term, but also may be organized at other times, as the Program Manager sees fit, or at the request of a Service Provider.

The Service Provider must send the Program Manager a list of the names and e-mail addresses of staff who will work in the BIN system, so BRS can provide them with individual User IDs and passwords. The list must indicate which staff will have the ability to voucher, versus which staff will only perform data entry. ***If at any time, staff with User IDs and passwords should no longer have access to BIN, and/or a staff member is no longer employed with the Service Provider, please notify the BRS BIN manager immediately so the User ID may be disabled.***

If applicable, the Service Provider must also send the names and e-mail addresses of subcontractor staff that will perform data entry. The Service Provider must also send a copy of the subcontractor agreement at the beginning of the contract term. Although a contractor may complete the data entry and vouchering on behalf of their subcontractor(s), BRS prefers that subcontractors complete their own data entry in BIN for tracking and monitoring purposes. All data entered by a subcontractor requires review and approval by the prime Contractor before the claims are submitted.

### **Data Entry**

At BIN training, Service Provider staff will learn how to successfully complete an Application for Services and Family Self-Sufficiency Plan, develop a service plan and enter services in BIN to achieve the deliverables/outcomes in their contract. Service Providers may also view tutorials by clicking on *View Training Videos* in BIN.

At the time of Contract *External Review and Signature* (as noted on page 30), Program Managers notify Service Providers that they may data enter client information and services provided.

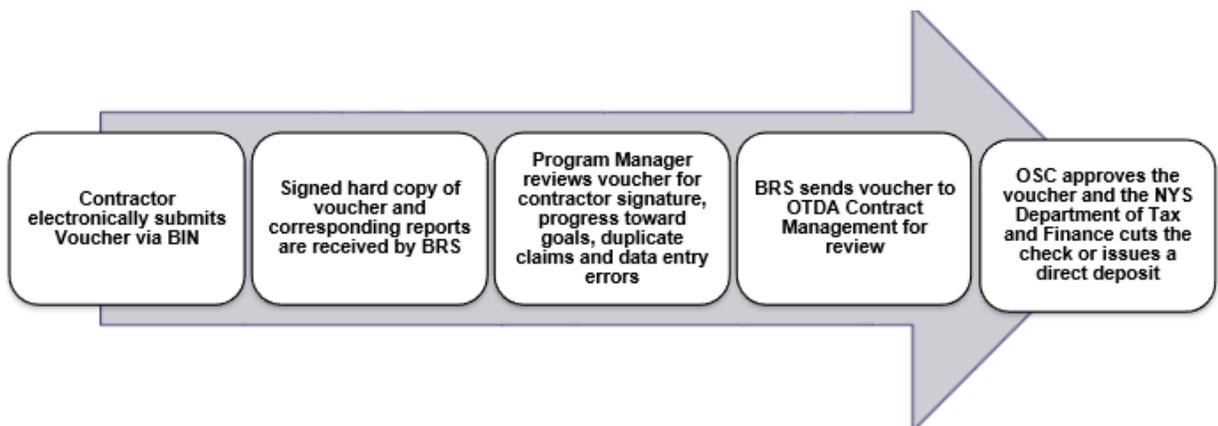
### **Vouchering**

Vouchers for payment may be submitted to BRS at the frequency stated in Attachment D of the contract. The majority of Service Providers submit vouchers on a quarterly basis electronically via BIN, and a hard copy accompanied by various reports are printed, signed, and mailed to BRS.

Service Providers are trained on the vouchering process during BIN training. Service Providers may also view tutorials by clicking on *View Training Videos* in BIN.

Beginning the day after the quarter ends, and after ensuring the required and/or allowable services for a particular **client-specific deliverable/outcome** have been completed and correctly data entered in BIN, and the achievement process in BIN has taken place, the Service Provider can import the completed deliverable/outcome into the voucher to claim for payment.

For **non-client specific deliverables/outcomes**, the Service Provider will data enter the number of units completed in the Quarterly Voucher. The Service Provider must send any other required reports along with the voucher.



### ***BIN Reports***

Service Providers may monitor their progress by viewing the various reports that are available in BIN. These reports are helpful in determining if modifications are necessary to achieve contract goals and earn the entire award amount.

Please refer all questions regarding BIN data entry, vouchering and BIN reports to the BIN Manager, Phil Plessas at [Phillip.Plessas@otda.ny.gov](mailto:Phillip.Plessas@otda.ny.gov) or (518) 474-5764.

# Program Monitoring

BRS will monitor projects on a regular basis throughout the life of a contract. Monitoring may include site visits, regular phone or e-mail contact, desk monitoring using BIN, and/or discussions about performance as reflected by vouchers.

## Site Visits

The purpose of monitoring visits is to ensure that the Service Provider is meeting all Federal and/or State Regulations and contract requirements, and also for BRS to provide technical assistance by addressing any Service Provider questions or concerns regarding the program. Monitoring visits are conducted by the Program Manager and/or other BRS staff and should occur once per budget period.

BRS contacts the Service Provider Program Contact and a mutually convenient day is agreed upon, allowing for at least one month's notice. The Service Provider Agency Contact (Executive Director or similar) is formally notified of the site visit via a letter no less than two (2) weeks prior to the visit. Within a few days of the visit, the Service Provider Program Contact is provided a list of client case files that must be made available for review. In addition, the Program Manager may request supporting documentation be available for review of non-client specific deliverables/outcomes that have been claimed.

## Monitoring Reports

The Service Provider will receive a Monitoring Report no more than thirty (30) days following the site visit.

### *Summary of Key Issues and Discussion*

This portion of the report provides a narrative summary of the visit, and the interactions the Program Manager had with program staff. Any questions or concerns that were expressed during the visit are summarized in this section, along with the official responses.

### *Commendations*

This section of the monitoring report outlines the parts of the program which the Program Manager found to be outstanding and deserve mention.

### *Review of Client Files and Findings*

The Program Manager reports his or her evaluation of the case file review in this section.

### ***Best Practices***

Best Practices are suggested methods or techniques that may increase efficiency, eliminate redundancy or improve aspects of the program in general.

### ***Corrective Action***

If the Program Manager determines that claims have not been properly documented, or if there is an issue negatively affecting the program's purpose and/or performance, a corrective action may be required.

The Service Provider has approximately thirty (30) days from the receipt of the monitoring report to prepare a written corrective action response. If OTDA does not receive a response by the deadline, or the response submitted is not satisfactory, the Program Manager will assist the Service Provider to arrive at a resolution.

### ***Recoupment (if applicable)***

If the Service Provider is unable to sufficiently document claims that were not properly documented at the time of the monitoring visit and noted in the Corrective Action portion of the monitoring report, BRS will institute a financial disallowance. The amount to be recouped will be deducted from the next submitted voucher. The deliverable/outcome(s) that is disallowed is returned to the number of units available to the Service Provider so that it can be claimed at a future time during the contract term. If there are no more vouchers to be submitted, the Service Provider would be expected to reimburse OTDA by check.

### **Corrective Action Plans**

When corrective action is required, BRS suggests Service Providers use the following format for their Corrective Action Plan.

1. Corrective action as stated in the Corrective Action section of the Monitoring Report
  - a. Service Provider's corrective action response

## Components of a Contract

The State of New York Master Contract for Grants is a uniform grants contract for use in most grant transactions. The Master Contract for Grants will eliminate redundant iterations of contract language across state agencies and reduce the complexity grantees face in reviewing contract terms prior to entering into an agreement.

The Master Contract for Grants contains all the information a provider needs to satisfy the contractual requirements and expectations of BRS, OTDA, and OSC, and remain in compliance. Providers should always refer to their contract for answers to all questions regarding documentation requirements, required and allowable services, important dates, contract amounts and limits, payment information, contact information, implementation information, and more.<sup>1</sup>

Grants Gateway is New York State's grant opportunity portal by which potential applicants can locate online opportunities and respond to grant opportunities. At the point of award, Grants Gateway automatically generates a standardized draft contract, which includes the applicant's proposed budget and work plan. Thereafter, BRS staff and grantee staff can log in and work together to finalize and execute the Master Contract for Grants in real time.

When using Grants Gateway, be sure to refer to the [Grants Gateway: Vendor User Guide](#).

This section outlines the structure of the Master Contract for Grants and explains the important components of each section.

### State of New York Master Contract for Grants Face Page

- [Face Page](#)
  - Acts as the "table of contents" for the contract
  - Contains unique contract number designated by OSC
  - Denotes contract term and funding amount
  - Lists all the attachments contained in the agreement

### State of New York Master Contract for Grants Signature Page

- [Signature Page](#)
  - Requires the electronic signature of the Service Provider, OTDA Bureau of Contract Management, New York State Office of the Attorney General and Office of the State Comptroller

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<sup>1</sup> Additional sources of information are the Request for Proposals (RFP) and the Questions and Answers document that correlate with the contract.

- Following OTDA approval of a draft contract, the status in Grants Gateway is changed to “Grantee Contract Signature Required” to obtain the Service Provider’s signature

## **State of New York Master Contract for Grants Standard Terms and Conditions**

- [Standard Terms and Conditions](#)
  - Summarizes the responsibilities of the Service Provider and the New York State Agency (OTDA in this case)
  - Contains the following sections: General Provisions; Term, Termination and Suspension; Payment and Reporting; and Additional Contractor Obligations, Representations and Warranties

## **Attachment A-1 Program Specific Terms and Conditions**

- [Attachment A-1](#)
  - Contains terms and conditions specific to OTDA such as: Personnel; Office Services; General Provisions; M/WBE and EEO participation goals and requirements; Reports and Deliverables; Confidentiality and Protection of Human Subjects; Information Security, Privacy, Confidentiality and Compliance; Publications and Copyrights; Patents and Inventions; Termination; Notices and Refunds; Additional Assurances; and Reconciliation

## **Attachment A-2 Federally Funded Grants**

- [Attachment A-2](#)
  - Contains terms and conditions specific to federally funded grants, including the authorization for the program; eligible services; eligible population(s); and Matching Grant limitations

## **Attachment B-1 Expenditure Based Budget**

- [Attachment B-1](#)
  - Is originally submitted by the Service Provider as part of the proposal in response to a notification of award
  - Indicates categories of expenses such as Personal Services like salary and fringe, and Non Personal Services such as contractual services, travel, etc., and the funds allocated to each category
  - There is one expenditure based budget per budget period

## **Attachment B-2: Performance Based Budget**

- [Attachment B-2](#)
  - Is originally submitted by the Service Provider as part of the proposal in response to an RFP, and subsequently revised during contract development to reflect the actual award
  - Indicates payment rates and number of units per deliverable/outcome the Service Provider will provide during the budget period
  - There is one performance based budget per budget period
  - The Match Funds and Match % columns may be left blank. BRS programs do not currently require match funds.

## **Attachment C: Work Plan**

- [Attachment C](#)
  - ⊖ Project Summary
    - Includes the narrative from the Work Plan Overview Screens (Project Summary and Organizational Capacity sections) as part of the proposal in response to an RFP and may be revised during contract development or during the contract term to reflect any changes in the program since its inception.
      - The Project Summary section consists of a high-level overview of the project, including the overall goal and desired outcomes. It also includes information such as location, target population, overall number of persons to be served, service delivery method and hours of operation.
      - The Organizational Capacity section describes the staffing, qualifications and ongoing staff development/training activities, and relevant experience of the provider organization to support the project.
    - Detail
      - Includes the program's Objectives and their Tasks.

## **Attachment D: Payment and Reporting Schedule**

- [Attachment D](#)
  - Contains information about Advances, Recoupment, Claiming Schedules, and Reporting Provisions, including frequency of reporting and vouchering for payment

# Contract Development Process

Once a Service Provider is awarded a new contract with BRS, there are several steps that must take place in order to execute the contract.



## Award Notification

When a Service Provider’s proposal has been selected to receive a contract award, the Service Provider is sent an award letter via e-mail and regular mail, signed by OTDA’s Commissioner. The award letter specifies the program for which the contract is being awarded, the “up to” amount of the award, and the term of the contract. It also indicates the BRS Program Manager who should be contacted with any questions or concerns. Concurrently, Service Providers that submitted proposals and were not selected to receive awards are sent a letter from the Director of BRS.

## Welcome E-mail

Soon after a Service Provider receives an award letter, they will receive a Welcome e-mail from the BRS Program Manager. The e-mail will contain the following documents:

### *Welcome Letter*

The Welcome Letter indicates the dates and dollar amount of the contract term and first budget period. It also refers the Service Provider to the attached Conditions. A due date is printed on the letter that specifies when the documents must be completed in Grants Gateway.

### *Conditions*

While the Welcome Letter provides a summary, the Conditions contain more explicit instructions for preparing the draft contract in Grants Gateway. The Conditions outline any revisions that must be made to the **Work Plan** originally submitted in response to the RFP, as a result of the award amount. As explained above, the Work Plan will become **Attachment C** of the contract.

The Conditions also request the Service Provider to complete the **Attachment B Budget(s)** to reflect the first budget period and contract term award.

The Conditions may also request the Service Provider to revise, complete or submit other required forms such as copies of Worker's Compensation (Form C-105.2 or Form U-26.3) and Disability Benefits Coverage (Form DB-120.1) for the Service Provider and any subcontractors; Minority/Women-Owned Business Enterprises forms; and the [Vendor Responsibility Questionnaire](#) for the Service Provider and any subcontractors.

## Internal Review

When the awarded Service Provider has satisfied the requirements put forth in the Welcome Letter and Conditions, the documents are uploaded to Grants Gateway by the due date indicated on the Welcome Letter.

The Program Manager subsequently assembles a **Draft Contract** in Grants Gateway that includes the Master Contract for Grants Standard Terms and Conditions and all other attachments previously described. Various OTDA bureaus conduct **Internal Review** of the draft contract in Grants Gateway.

## Service Provider Review and Signature

Once the draft contract is approved internally at OTDA, the Program Manager notifies the **Service Provider Agency Contact** (Executive Director or similar) that the draft contract is ready for his/her review, approval and signature in Grants Gateway.

If the Service Provider wishes to request any changes to the draft contract, they will work with the Program Manager to do so. In most cases, OTDA approval of the requested changes must be obtained again in order to move forward.

At this time, the Service Provider is reminded to:

- 1) ensure that the [Vendor Responsibility Questionnaire](#) is up-to-date for the Service Provider and any subcontractors and
- 2) provide copies of Worker's Compensation (Form C-105.2 or Form U-26.3) and Disability Benefits Coverage (Form DB-120.1) for the Service Provider and any subcontractors.

Please be advised the Vendor Responsibility Questionnaire is considered "current" if it has been certified within six months of the OTDA-defined due date for the questionnaire. Please refer to this link for more information:

[http://www.osc.state.ny.us/vendrep/info\\_vrsystem.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem.htm).

Once the Service Provider reviews and approves the draft contract, they must electronically sign it in Grants Gateway.

## **External Review and Signature**

After the Service Provide Agency Contact electronic signature, the Program Manager notifies the OTDA Bureau of Contract Management (BCM) that the contract is ready for external review. OTDA BCM reviews, electronically signs and assigns a contract number. It is then reviewed and electronically signed by the New York State Office of the Attorney General. Lastly, it is reviewed and electronically signed by the Office of the State Comptroller.

## **Execution**

Execution of a contract occurs when each of the three aforementioned offices have approved the draft contract and sign and date it in Grants Gateway. When this is complete, the draft contracts become final. The Program Manager formally notifies the awarded Service Provider that the contract has been executed and they may access an executed copy of it in Grants Gateway.

At this time, the Service Provider will receive the *Guidelines for Quarterly Reporting & Vouchering and Case Records*.

It is important to note, Service Providers that choose to operate the awarded program before a contract is executed, are operating at risk, even if the contract development process goes beyond the start-date of the contract period.

## **Freedom of Information Law (FOIL)**

Service Providers may request to view documents related to the application and award process through the Freedom of Information Law (FOIL). FOIL (Public Officers Law Article 6) is New York State's principal statute on providing for public access to government records. The Records Access Officer is responsible for ensuring appropriate state agency response to public requests for access to records.

If you wish to access a record under FOIL, you must make your request in writing. Please be as specific as possible in describing the records in which you are interested. Within five business days of the receipt of a written request, OTDA will send a written acknowledgement that the request was received. Please send your inquiry via mail, fax or e-mail to:

Records Access Officer  
New York State Office of Temporary and Disability Assistance  
40 North Pearl, 16th floor  
Albany, NY 12243  
FAX: (518) 486-6935  
E-mail: [nyspio@otda.ny.gov](mailto:nyspio@otda.ny.gov)

## Contract Amendments

A Service Provider may request to amend portions of their contract. Some examples of common amendments include changes to the Attachment B Expenditure or Performance Based Budget, or changes to the Attachment C Work Plan. Many Service Providers choose to request to amend their contracts in order to reflect the actual work they are performing during the contract term, and to accommodate changes in staff, clients' needs, populations or other trends.

Immediately preceding the beginning of each new budget period of a contract term, the Program Manager sends budget period award letters to Service Providers, and requests the submission of the Attachment B Expenditure or Performance Based Budget for the upcoming period, and any other documentation that must be updated. Amendment requests should be submitted at the time the Service Provider responds to this request for documents. Amendment requests must be accompanied with a narrative justification of the proposed changes. The amendment must go through internal and external review as necessary.

Amendments, including annual budget period award amendments, also require the Service Provider to

- 1) ensure that the [Vendor Responsibility Questionnaire](#) is up-to-date for the Service Provider and any subcontractors and
- 2) provide copies of Worker's Compensation (Form C-105.2 or Form U-26.3) and Disability Benefits Coverage (Form DB-120.1) for the Service Provider and any subcontractors.

Please be advised the Vendor Responsibility Questionnaire is considered "current" if it has been certified within six months of the OTDA-defined due date for the questionnaire. Please refer to this link for more information:

[http://www.osc.state.ny.us/vendrep/info\\_vrsystem.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem.htm).