

REQUEST FOR PROPOSAL (RFP)

RFP # 21-008

NEW YORK STATE EDUCATION DEPARTMENT

Title: Sign Language Interpreter Services

The New York State Education Department (NYSED) Office of Adult Career and Continuing Education Services Vocational Rehabilitation Program (ACCES-VR) requests proposals from eligible parties to provide sign language interpreter referral services for ACCES-VR participants, ACCES-VR staff, and for ACCES-VR administered functions (i.e., public meetings, training sessions, etc.). The referral services will provide sign language interpreters to convert spoken language into American Sign Language for deaf and hard of hearing individuals. This RFP is for both on-site and video remote interpreter (VRI) American Sign Language interpreting services; bidders applying to this request must be able to provide both services. Subject to the availability of funds, the funding level is anticipated to be \$20.5 million for the entire 5-year contract period. ACCES-VR anticipates awarding multiple sign language interpreter referral service contracts per Region. Bidders may apply to serve a single Region or a maximum of two (2) Regions.

Interpreter Referral Service Agencies currently under contract with NYSED ACCES-VR to provide onsite and/or VRI sign language interpreting referral services who wish to continue to provide these services, MUST apply to this RFP. All current interpreter referral service contracts with ACCES-VR expire on May 31, 2021.

Note: Bidders are only required to submit one bid application to provide sign language interpreter referral services for one or a maximum of two ACCES-VR Regions and the ACCES-VR District Offices therein.

Type of Services:

Sign Language Interpreter Referral Services to provide on-site and VRI certified or pre-certified interpreters (see contract requirements section of the RFP) for ACCES-VR participants who are Deaf, Deaf-Blind, Hard of Hearing and Late Deafened; for ACCES-VR staff and for administrative functions (i.e., public meetings, training sessions, etc.) for each of the ACCES-VR Regions which comprise the District Office(s) and Central Office (Attachment F).

Service Delivery Process:

ACCES-VR requests sign language interpreter services as soon as the need is known but strives to make all requests no later than 48 hours prior to the assignment. For long-term training assignments, including college training, ACCES-VR will provide referral several weeks in advance of the training. The referral request for services is made by telephone, fax, e-mail, or online and will identify: the participant/staff; specific needs; preferences; participant contact information; type of assignment, setting, date, time, and location.

When ACCES-VR receives notification via fax or e-mail that an assignment has been accepted by the sign language interpreter referral service, an authorization for services is issued to the referral service agency prior to the interpreter commencing the assignment.

Upon completion of an assignment, the interpreter obtains the participant's or ACCES-VR staff member's signature on their time sheet and submits it to the sign language interpreter referral service vendor. The sign language interpreter referral service vendor will then submit it with a voucher and invoice to ACCES-VR for payment. Electronic signature verification of delivery of services will be accepted. When services are delivered through VRI, in lieu of a live signature, the participant must verify the service has been delivered by email to both the referral service agency and to their vocational rehabilitation counselor.

Eligible Applicant:

The following entities are eligible to apply for the Interpreter Referral Service/ VRI:

- Sign language interpreter referral services;
- Private and proprietary agencies providing sign language interpreting services; and,
- Independent Living Centers whose services include providing sign language interpreting services.

No individual sign language interpreter applicants will be accepted for this RFP.

Subcontracting:

Subcontracting will be permitted. Subcontracting is defined as non-employee direct, personal services and related incidental expenses; including travel. Subcontracted services must adhere to all ACCES-VR policies, procedures and guidelines as does the contract vendor. The contract vendor will be held responsible for all subcontractor service delivery as if they directly provided the services.

The contracts resulting from this RFP will be for five (5) years, anticipated to begin on June 1, 2021 and to end on May 31, 2026.

Mandatory Requirements - See Mandatory Requirements section of the RFP

Components contained in RFP #21-008 are as follows:

- 1.) Description of Services to Be Performed
- 2.) Submission
- 3.) Evaluation Criteria and Method of Award
- 4.) Assurances
- 5.) Submission Documents (separate document(s))

Questions regarding the request must be submitted by email to INTERPSVCS@nysed.gov no later than the close of business October 8, 2020. Questions regarding this request should be identified as Program, Fiscal or M/WBE. A Questions and Answers Summary will be posted to [ACCES Procurement webpage](#) no later than October 22, 2020. The following are the designated contacts for this procurement:

Program Matters

Donald McManus

E-Mail: INTERPSVCS@nysed.gov

Fiscal Matters

Adam Kutryb

E-Mail: INTERPSVCS@nysed.gov

Proposals under this Request for Proposal must be submitted to ACCES-VR electronically to INTERPSVCS@nysed.gov. The subject line should read "**BID SUBMISSION RFP #21-008 [legal name of the organization]**".

The submission documents package must be submitted as detailed in the Submission section of the RFP, preferably in a single Microsoft Word or editable PDF file titled **Bid Submission RFP #21-008 [legal name of the organization]**.

All emailed documents must be received in the State Education Department no later than **November 12, 2020**. **Proposals received after the due date will not be accepted or considered for a contract award.**

Please see the information below for instructions on submitting an electronic bid. **All bids must be received by the close of business, 5:00 pm Eastern Time on the due date to be considered.**

1. As indicated in the RFP, proposal documents should be submitted in Microsoft Office. PDF files that are editable and Optical Character Recognition (OCR) searchable are acceptable. Please do not submit the proposal as a scanned PDF.
2. Submission documents requiring a signature must be signed using one of the methods listed below, and may be submitted in as a Microsoft Office, PDF, or JPG document. A scanned PDF is acceptable for these documents.
3. The following forms of e-signatures are acceptable:
 - a. handwritten signatures on faxed or scanned documents
 - b. e-signatures that have been authenticated by a third-party digital software, such as DocuSign and Adobe Sign
 - c. stored copies of the images of signatures that are placed on a document by copying and pasting or otherwise inserting them into the documents
4. Unacceptable forms of e-signatures include:
 - a. a typed name, including a signature created by selecting a script or calligraphy font for the typed name of the person "signing"
5. To identify the signer and indicate that the signer understood and intended to agree to the terms of the signed document, the signer will sign beside or provide by email the following attestation: "I agree, and it is my intent, to sign this document by [describe the signature solution used] and by electronically submitting this document to [name of recipient individual or entity]. I understand that my signing and submitting this document is the legal equivalent of having placed my handwritten signature on the submitted document and this attestation. I understand and agree that by electronically signing and submitting this document I am affirming to the truth of the information contained therein."
6. In order to ensure the timely receipt of your bid, please use the subject line "BID SUBMISSION RFP # 21-008 [legal name of organization]" - failure to appropriately label your bid or submitting a bid to any email address other than the one identified above may result in the bid not being received by the deadline and considered for award.
7. **Bids received after close of business, 5:00 pm, Eastern Time, on the due date will be disqualified.**

1.) Description of Services to be Performed

Work Statement and Specifications

This section of the bid package details the services and products to be acquired. Please note that the contract process also includes general New York State administrative terms and conditions, as well as terms and conditions required by New York State law. These terms and conditions address issues related to both the submission of bids and any subsequent contract; they are included separately in this bid package for your information. Please review all terms and conditions.

Mandatory Bid Requirements

The eligible bidder must agree to the Mandatory Requirements found below and must submit the Mandatory Requirements Certification Form located in 5.) Submission Documents. The required form must be signed by an authorized person. **If the vendor's proposal fails to meet any of these mandatory requirements, the proposal will be disqualified and removed from further consideration.**

1. All bidders must be able to fill a minimum of **35%** of the estimated interpreter service hours needed by each ACCES-VR Region applied for, per contract year, which must be clearly identified in their proposal (**ATTACHMENT A**).
2. All bidders must have a minimum of two years' experience providing sign language referral services in New York State.
3. Independent interpreters of the bidder listed on the bidder's roster must have a current independent sign languages subcontract agreement with the bidder, with a minimum of six months of current experience as a subcontractor with the agency.

Note: NYSED reserves the right to verify all bid submissions, including staff, bidder experience, and all independent sign language interpreter rosters.

Contract Requirements

1. Bidder must be willing to accept the established rates outlined in the **Rates** section of the RFP. It is ACCES-VR's standard practice to provide at least two days' notice when requesting sign language interpreter services. Interpreters who accept an assignment will be paid based on their certification level and duration of assignment, and on timeliness of scheduling.
2. Bidder must be able to accept electronic payments.
3. Bidder must have the capacity to provide interpreters to meet the needs of the ACCES-VR Region(s) they intend to serve.
4. Bidder must ensure that interpreters provided meet minimum qualifications as certified or pre-certified interpreters.

5. Bidder must be able to provide Certified Interpreters for a minimum of 60% of authorized sign language interpreter assignment hours. No more than 40% of the service hours are to be covered by a Pre-Certified Interpreter as defined below:

Certified Interpreter: an interpreter who has successfully earned certification through the Registry of Interpreters for the Deaf/National Association of the Deaf (RID/NAD) or another nationally recognized certification

Pre-Certified Interpreter: an interpreter who is not yet certified by RID/NAD or another nationally recognized certification but has successfully passed the RID Screening; completed a Bachelor Degree Interpreter Training Program, has passed the written Assessment of Pre-Certified Interpreters (APCI); and whose interpreter performance skill level has been evaluated by a Certified Interpreter in accordance with the APCI process (**Attachment D**).

The 60/40 ratio is measured over a contract year and will be considered as part of the vendor annual performance review monitored by ACCES-VR.

6. Vendors must identify at least one person in their organization who is a Certified Interpreter and will administer an assessment of non-certified interpreter's skill level for Pre-Certification proficiency.
7. ACCES-VR requires that all bidders have the capability to deliver VRI.
8. All sign language interpreter services are to be provided in accordance with Commissioner's Regulations §247, attached in part as (**Attachment E**).
9. Vendors will biannually survey a sample of participants, staff, and interpreters as to their satisfaction with interpreter services and submit the results of the survey to ACCES-VR.

Project Description

Definitions

Deaf - may include individuals who rely upon sign language as their primary communication strategy. Such individuals often depend on sign language interpreters when involved with others who use speech and hearing for communication, while using text technology and video relay for telecommunication as well as captioning for access to media.

Late Deafened - may include individuals with adult onset hearing loss, commonly identified as "late deafened" and those who are described as "oral deaf." They may not rely primarily on sign language for communication. Late Deafened persons have an onset of deafness or severe loss of hearing that occurred after the normal acquisition and development of speech and language.

Hard of Hearing - individuals who have lost some of their hearing ability but are able to communicate with others - most often through speech and hearing, with or without hearing technology. These individuals have the ability to hear spoken communication and understand some or all of what is spoken in various situations depending on their ability and willingness to use assistive technology.

Communicative Impairments - Expressive/Receptive - individuals whose speech and language impairments come in combination with other impairments such as cerebral palsy, TBI, stroke, mental retardation, multiple sclerosis, deafness, etc.

“Low Functioning” or “At Risk”- individuals who in addition to deafness generally exhibit functional limitations in the academic achievement skills needed to pursue advanced training at the postsecondary level, the communication and social skills for independence on the job and in the community, and the vocational skills to independently obtain and maintain employment.

Interpreter - an individual who is Certified or Pre-certified and possesses skill in the language of signs and finger spelling. A Certified or Pre-certified language interpreter is one who can both *sign* what is said to the deaf individual and *voice* to the hearing person what is signed. The communication must be conveyed in an accurate, effective, impartial manner. In addition, certified or pre-certified interpreters must be familiar with any specialized vocabulary used during communication.

Certified Deaf Interpreter (CDI) (Attachment G) is an individual who is deaf or hard of hearing and has been certified as an interpreter by the Registry of Interpreters for the Deaf.

Interpreter Services – are provided to individuals who are hard of hearing, deaf or with severe speech impediments and who because of their disabilities, experience impaired verbal communication skills but have the ability to use interpreter services. Individuals with hearing impairments communicate in a variety of modes, such as American Sign Language (ASL) or a specific language system such as Signing in Exact English (SEE), Pidgin Signed English (PSE) or Signed English. Interpreter services shall be provided to assure adequate communication between the individual and ACCES-VR staff, as well as to assure the participant’s maximum benefit from vocational rehabilitation services.

Interpreter Referral Services – The provision of Interpreter Services by Certified or Pre-certified Interpreters for various assignments in specific geographic regions for ACCES-VR participants and staff. The services provided by an interpreter referral service may include:

1. Interpreting, this is to convey spoken English to American Sign Language;
2. Transliterating, which is to convey spoken English to a signed code of English;
3. Oral Interpreting, which is conveying what is spoken without voice using natural lip movements; and
4. Voice Interpreting, which is conveying that which is signed into spoken English.

Interpreter Services will be purchased in two ways: as a case service (for a participant in pursuit of their vocational rehabilitation goal); and as a staff-based service (to meet the administrative and/or staff needs in ACCES-VR’s Central or District Offices).

Participant Based Services: Sign language interpreters are needed to access communications at various phases of vocational rehabilitation services, ranging from vocational evaluation, training, including college (covering a range of academic subject matter) and proprietary programs, or job interviews that result in successful employment of individuals who are deaf, deaf blind, hard of hearing, late deafened and low functioning deaf.

Referrals for service are typically generated for a participant by the VRC or Rehabilitation Counselor for the Deaf (RCD). The Vendor must receive an authorization and voucher identifying the number of hours of service and time frame during which to provide the service prior to start of the service.

In the event of emergency an emergency authorization notification will be issued with the actual authorization and voucher issued within 24 hours.

Staff Based Services: Sign language interpreters are also utilized to assist deaf and hard of hearing VR staff and to accommodate the needs of deaf and hard of hearing individuals at ACCES-VR sponsored events, include employment fairs, orientations, initial meetings between the participant and the Vocational Rehabilitation Counselor (VRC).

Video Remote Interpreting: Occurs when one or more of the principles (participant, interpreter, and or instructor/service provider) are located at a different location where a video of the interpreter or the instructor is used to communicate with the participant. These video services may be via WebEx, Zoom, Teams, video relay operator, etc.

Note: On-site sign language interpreter service is to be considered as the preferred sign language interpreter service for both participant and ACCES staff.

Code of Conduct

All vendors and the interpreters must adhere to the Registry of Interpreters for the Deaf, Inc.'s Code of Ethics (**Attachment C**).

Only sign language interpreters who have an authorization to provide services for a participant or staff may provide required services for an assignment.

Rates

All On-Site and Video Remote Interpreter Rates

- Two-hour minimum for On-Site, with payment made in 15-minute increments thereafter.
- One-hour minimum for VRI, with payment made in 15-minute increments thereafter.

Region 1:

RID/NAD Certified Interpreter	\$ 82.00 per Hour
Pre-Certified Interpreter	\$ 72.00 per Hour

Region 2:

RID/NAD Certified Interpreter	\$ 82.00 per Hour
Pre-Certified, Interpreter	\$ 72.00 per Hour

Region 3:

RID/NAD Certified Interpreter	\$ 72.00 per Hour
Pre-Certified Interpreter	\$ 62.00 per Hour

Region 4:

RID/NAD Certified Interpreter	\$ 72.00 per Hour
Pre-Certified, Interpreter	\$ 62.00 per Hour

Region 5:

RID/NAD Certified Interpreter
 Pre-Certified Interpreter

\$ 72.00 per Hour
 \$ 62.00 per Hour

Refer to **Attachment F** for a description of Region 1 through 5, District Offices and counties served.

Force Majeure, Act of State, Illegality and Impossibility

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing here under, if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions and/or prohibitions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). Emergency school closures and delays shall be deemed force majeure events for purposes of this Agreement. If an event occurs that would otherwise constitute both a force majeure event and a breach, that event shall be treated as a force majeure event and will not constitute a breach by Contractor or NYSED ACCES-VR.

Billing Requirements

1. By June 1, 2021 vendors must be able to accept electronic payments.
2. Rates will incorporate all administrative costs for the interpreter referral service, including interpreter travel expenses less than seventy-one (71) miles, round trip, from interpreter’s home to the assignment.
3. Travel (documented by a web mapping services such as Google Maps) of seventy-one (71) miles or more round trip from interpreter’s home to assignment, will be billed as interpreter hourly rate as shown below:

Round Trip distance to and from the Interpreter’s home and the location of assignment:

Less than 71	no reimbursement
71 – 100 miles	½ Hour
Over 100 miles	1 Hour Unit

Examples:

Interpreter’s Residence	Location of Assignment	# of Miles Each Way	Total Round trip miles	Less 70 miles	Additional Hours Authorized
Albany, NY	Schenectady, NY	20	40	No payment	0
Albany, NY	Herkimer, NY	82	164	94	½ Hour
Saratoga Springs, NY	Plattsburgh, NY	130	260	190	1 Hour

4. For interpreter assignments up to and including two (2) hours in duration, ACCES-VR will authorize only one (1) interpreter; unless the requirements of the assignment warrants use of team interpreter(s). Team interpreters requires the pre-approval by the VRC and must be reflected on authorization for the assignment.
5. If a vendor is unable to fill a request for on-site or VRI interpreting services, the vendor must notify ACCES-VR 48 hours prior to the assignment, or the assignment will be considered as unfilled by the vendor. The number of unfilled assignments and cancellations will be discussed with the vendor during the annual vendor contract performance review.
6. For the vendor to receive payment for completed assignments, the vendor must submit; (1) invoice, (2) voucher, and (3) Interpreter Time Sheet signed by the interpreter, participant or ACCES-VR staff to the ACCES-VR Office authorizing the assignment.
7. Interpreters whose assignment includes working through a lunch break will be paid when they are required to be available for the participant during that time. A lunch break may not occur at the beginning or the end of an assignment.
8. Cancellation or Change of Assignment: No payment will be made for cancellation due to 'Force Majeure'; e.g., cancellation due to inclement weather.
9. When ACCES-VR cancels a scheduled assignment, via correspondence, phone, fax, or email with at least 48 hours' notice to the Contractor, the Contractor MAY NOT bill for the cancelled assignment hours.
10. When ACCES-VR cancels a scheduled assignment, other than due to Force Majeure, via correspondence, phone, fax, or email with less than 48 hours' notice to the Contractor, the Contractor MAY bill for that day's entire assignment hours, UNLESS the Contractor reassigns the same interpreter to another assignment which covers all or a portion the original assignment hours. The Contractor MAY NOT bill for those reassigned hours (i.e., no "double dipping"). If the assignment is for more than one day, the Contractor MUST bill for the first day's assignment only.
11. When an interpreter arrives on site and the participant or ACCES-VR staff is a no-show, ACCES-VR reserves the right to ask the interpreter to remain on site to provide services that may be needed during the originally scheduled assignment period for that day.
12. ACCES-VR reserves the right to modify assignment hours. Modification request will be made via correspondence, phone, fax or email and will be made with at least 48 hours notification from the start of the assignment. The Contractor MAY NOT bill ACCES-VR for any reduced assignment hours resulting from a modification.
13. When ACCES-VR modifies a scheduled assignment via correspondence, phone, fax or email with less than 48-hours' notice, other than due to Force Majeure, the Contractor MAY bill for the reduced assignment hours.
14. An enhanced rate of \$10.00 an hour will be paid to the contract vendor in addition to the standard regional rate for certified and pre-certified sign language interpreters under the following circumstances:

- When ACCES-VR request services with less than 24 hours' notice from the start of an assignment, which will be considered an emergency request;
- When requested service assignments are for evening hours between (5 pm to 7 am);
- When requested service are on weekends (Saturday and Sunday);
- When requested service assignments occur on designated Federal holidays.

15. ACCES-VR is not responsible for agreements made between Contractor Interpreter Referral Service Vendors and any of their employees and or interpreter subcontractors.

Reporting/Monitoring Requirements

All Contractors are required to submit Interpreter Referral Service Quarterly Progress Reports to the ACCES-VR District Office Manager where services are provided and to the interpreter services mailbox.

Failure to submit reports by required due dates may result in suspension of payments and/or the cancellation of the Vendor contract.

Interpreter Referral Service Quarterly Progress Reports Due Dates (due on the fifteenth day of the month following each quarter):

<u>Period</u>	<u>Due</u>
June - August	September 15
September - November	December 15
December - February	March 15
March - May	June 15

Annual Contract Performance Review

NYSED intends to review contractor performance on an annual basis throughout the 5-year contract period. Please see **Attachment B** for a complete description of annual contract performance review criteria.

Contractor performance will be discussed throughout the contract period at Regional quarterly review meetings:

Performance will be assessed as follows:

- Frequency of Contractor-cancelled assignments;
- Frequency of interpreter(s) no shows;
- Frequency of unfilled assignment request for circumstances other than short notice;
- Compliance with the requirement that Certified Interpreters provide at least 60% of the annual number of interpreter hours;
- Submission of yearly participant/staff/ interpreter satisfaction survey;
- Timely submission of Interpreter Referral Service Quarterly Progress Reports;
- Timely submission of payment documents (voucher, invoice, and interpreter time sheet)
- Timely resolution of end of year payments within the contract reconciliation period.

Interpreter Rates for Region 1 & 2:

RID/NAD Certified Interpreter \$ 82.00 per hour
Pre-Certified Interpreter \$ 72.00 per hour

REGION 1

District Offices	Counties
Manhattan	New York, Richmond
Brooklyn	Kings
Queens	Queens
Bronx	Bronx
Estimated Total Hours Needed	90,000

REGION 2

District Offices	Counties Served
Garden City	Nassau
Hauppauge	Suffolk
White Plains	Rockland, Westchester
Estimated Total Hours Needed	14,986

Interpreter Rates for Region 3, 4, & 5:

RID/NAD Certified Interpreter \$ 72.00 per hour
Pre-Certified Interpreter \$ 62.00 per hour

REGION 3

District Offices	Counties Served

Albany	Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington
Central Office	Albany/Statewide
Malone	Clinton, Essex, Franklin, St. Lawrence
Mid-Hudson	Duchess, Orange, Putnam, Sullivan, Ulster
Estimated Total Hours Needed	15,597

REGION 4

District Offices	Counties Served
Southern Tier	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins
Syracuse	Cayuga, Cortland, Jefferson, Madison, Onondaga, Oswego
Utica	Fulton, Hamilton, Herkimer, Lewis, Montgomery, Oneida
Estimated Total Hours Needed	42,000

REGION 5

District Office	Counties Served
Rochester	Livingston, Monroe, Ontario, Seneca, Wayne, Yates
Buffalo	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming
Estimated Total Hours Needed	60,000

Bidders must use this information to complete the Proposal (**Attachment A**) located in **5.) Submission Documents** to identify the Regions which they propose to provide service to.

Requirements of Education Law Section 2-d

The Contractor agrees to comply with FERPA and New York State Education Law § 2-d. The New York State Education Department (NYSED) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the form or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework.

The NIST Cybersecurity Framework Version 1.1 is the standard for data security and privacy for NYSED, and its related policies. Third party contractors that do business with NYSED must submit a plan that outlines how the contractor will align with the NIST CSF and implement all (i) state, (ii) federal, and (iii) NYSED data security and privacy contract requirements, over the life of the contract.

Pursuant to Education Law §2-d and Section 121.3 of the Commissioner's Regulations, the New York State Education Department (NYSED) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Appendices CPO1-2d, CPO1Supp-2d, and CPO2-2d are posted separately with this RFP, the terms of which shall also be part of the Contract.

Bidders should use these templates to submit the required data security and privacy plan and return them with their proposal for review.

Accessibility of Web-Based Information and Applications

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

Subcontracting Limit

Subcontracting will be permitted. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor when:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed \$100,000 over the life of the contract.

For additional information about Vendor Responsibility, see the **Vendor Responsibility** section contained in **3.) Evaluation Criteria and Method of Award** of this RFP.

If the vendor proposes to change subcontractors during the contract period, NYSED must be notified prior to the change. NYSED reserves the right to reject any replacement subcontractors proposed by the vendor and reserves the right to approve all changes in subcontractors. The Subcontracting Form located in the Submission Documents must be updated annually and submitted to NYSED. Using this form, the vendor must also report to NYSED, on an annual basis, actual expenditures incurred for all subcontractors and indicate which subcontracting costs are associated with M/WBE.

Staff Changes

The Vendor will maintain sufficient staff throughout the course of the contract as such that they will be able to provide the quantity and quality of interpreter services required for this contract.

Contract Period

The contracts resulting from this RFP will be for five (5) years, anticipated to begin on June 1, 2021 and to end on May 31, 2026.

Electronic Processing of Payments

In accordance with a directive dated January 22, 2010 by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010 shall contain a provision requiring that contractors and grantees accept electronic payments.

Consumer Price Index (CPI)

Subject to the availability of funds and the approval of ACCES-VR, cost of living adjustments may be provided during the contract term. Separately negotiated rate changes will not be allowed. Any cost of living adjustment will be based on the percentage increase or decrease in the Consumer Price Index for Urban Wage Earners & Clerical Workers (CPI-W) for New York – All Items (<http://data.bls.gov/cgi-bin/surveymost?cw>) from February of one year to February of the next year, rounded to the nearest one-tenth of one percent. Any adjustment, if provided, will be applied to the rates on June 1 of the subsequent budget year.

2.) Submission

Documents to be submitted with this proposal

This section details the submission document or documents that are expected to be transmitted by the respondent to the State Education Department in response to this RFP. New York State Education Department shall own all materials, processes, and products (software, code, documentation and other written materials) developed under this contract. Materials prepared under this contract shall be in a form that will be ready for copyright in the name of the New York State Education Department. Any sub-contractor is also bound by these terms. The submission will become the basis on which NYSED will judge the respondent's ability to perform the required services as laid out in the RFP. This will be followed by various terms and conditions that reflect the specific needs of this project.

Project Submission

The complete proposal submitted in response to this RFP must include all of the submission documents (posted separately) bearing original signatures in an acceptable form as outlined above, emailed, preferably as a single file, and titled "**BID SUBMISSION RFP # 21-008 [legal name of bidder]**." This includes:

1. All Submission Forms – signatures required
2. Mandatory Requirement Certification Form – signature required, and
3. Attachment A – Proposal Form – signature required

The proposal must be received by **November 12, 2020**, emailed to INTERPSVCS@nysed.gov with "**BID SUBMISSION RFP # 21-008 [legal name of bidder]**" in the subject line.

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide complete presentation. If supplemental materials are a necessary part of the proposal, the bidder should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

The proposal must communicate an understanding of the deliverables of the RFP, describe how the tasks are to be performed and identify potential problems in the conduct of the deliverables and methods to identify and solve such problems.

Bidders should specify all details and dates required to evaluate the technical proposal and should limit aspects of the project plan that are to be determined only after the award of a contract. No optional deliverables to be provided only at an additional cost should be included and will not be considered in the evaluation of the technical proposal. Contractual terms, conditions and assumptions are inappropriate for inclusion in the proposal.

Any proprietary material considered confidential by the bidder will specifically be so identified, and the basis for such confidentiality will be specifically set forth in the proposal by submitting the form "Request for Exemption from Disclosure Pursuant to the Freedom of Information Law," located in 5) Submission Documents.

3.) Evaluation Criteria and Method of Award

This section begins with the criteria the agency will use to evaluate bids and closes with the “method of award” or how the contractors will be selected. This will be followed by various terms and conditions that reflect the specific needs of this project as well as New York State contract guidelines and requirements.

Criteria for Evaluating Bids

All complete proposals received by the deadline will be reviewed to determine their eligibility for a contract award. NYSED will determine consistency of the application to the stated purpose and objectives of the interpreter referral services in terms of capacity to provide interpreting referral services that will meet the need in the ACCES-VR Region(s) the bidder has applied to serve (Attachment F). NYSED reserves the right to verify bidder capacity prior to the contract award. If your agency is awarded a contract for one or two Regions, you must be able to provide services to all counties within each Region.

NYSED anticipates awarding contracts to meet the needs of ACCES-VR's five Regions which consists of 15 district offices across NYS and the Central Office in Albany, NY (**Attachment F**). The actual number of hours included in a contract will be based on the interpreting services hours needed for each ACCES-VR Region, which may differ from the hours included in the bidder's proposal. See charts for interpreter rates by region (**page 12-13**) for the estimated number of interpreter hours needed by ACCES-VR Regions and District Offices therein.

These estimates are based on past usage and should not be considered as a guarantee of a specific number of hours of interpreting service needed in the future. A bidder may apply to serve up to two regions if they can demonstrate they have the capacity to meet 35% of the estimated interpreter hours needed by the Region (**Attachment F**).

Method of Award

Subject to the availability of funds, the funding level is anticipated to be \$20.5 million for the entire 5-year contract period. Each of the five Regions will be allocated a portion of the \$20.5 million funding, based on the anticipated need of participants and ACCES-VR staff with a Region. The funding for each Region will be divided among all qualifying bidders who apply to serve that Region. There is no maximum number of contracts to be awarded to a Region. Bidders are limited to applying to a maximum of two Regions.

Contract values will be estimated and are subject to change based upon actual utilization. There is no guarantee of actual payment of the full contract amount awarded to any vendor, as services are authorized on an as-needed basis for actual provided services. The initial estimated contract value for all qualifying bidders applying to serve a Region will be an amount based on the funding allocated for that Region.

NYSED reserves the right to increase the initial estimated contract value to qualified bidders.

During the contract term, the estimated contract value may be increased or decreased by NYSED based upon the actual sign language interpreter hours. Referrals will be made in accordance with the

criteria specified in the **Service Delivery Process** section of the RFP (page 1), and bidders may receive a higher or lower number of referrals depending on their ability to meet specific participant needs and adherence to performance standards. The estimated contract value may also be adjusted based upon increased or decreased overall utilization of interpreter services within the Region (s) served. NYSED may adjust Contract budgets using the following criteria:

- Vendor's demonstrated capacity to provide interpreter service;
- Geographic need for interpreter services for the Region;
- Ability to provide interpreters services matched to participant or staff needs;
- Review of vendor performance; and
- Informed choice of the participant.

NYSED's Reservation of Rights

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation; (16) request best and final offers.

Post Selection Procedures

Upon selection, the successful bidder will receive a proposed contract from NYSED. The selected bidder may be given an opportunity to reduce its cost proposal in accordance with the agency's right to negotiate a final best price. The contents of this RFP, any subsequent correspondence during the proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by NYSED. Successful bidders may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of State funds.

Debriefing Procedures

In accordance with section 163 of the NY State Finance Law, NYSED, upon request, must provide a debriefing to any unsuccessful bidder regarding the reasons their proposal was not selected for an award.

1. All unsuccessful bidders may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED of non-award. Bidders may request a debriefing by submitting a written request to the Fiscal Contact person at:

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 501W EB
Albany, NY 12234

2. Upon receipt of a timely written request from the unsuccessful bidder, NYSED will schedule the debriefing to occur within a reasonable time following receipt of the request. Debriefings will be conducted in person, unless NYSED and the bidder mutually agree to utilize other means, including but not limited to telephone, video-conferencing or other types of electronic communication.
3. The debriefing will include: a) the reasons that the proposal submitted by the unsuccessful bidder was not selected for an award; b) the qualitative and quantitative analysis employed by NYSED in assessing the relative merits of the proposals; c) the application of the selection criteria to the unsuccessful bidder's proposal; and d) when the debriefing is held after the final award, the reasons for the selection of the winning proposal. The debriefing will also provide, to the greatest extent practicable, general advice and guidance to the unsuccessful bidder concerning potential ways that their future proposals could be more responsive.

Contract Award Protest Procedures

Bidders who receive a notice of non-award or disqualification may protest the NYSED award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be filed with:

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 501W EB
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

Vendor Responsibility

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include legal authority to do business in New York State; integrity; capacity – both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a [Vendor Responsibility Questionnaire](#). School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. A complete list of exempt entities can be viewed at the [Office of the State Comptroller's website](#).

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the [VendRep System Instructions](#) or go directly to the [VendRep System on the Office of the State Comptroller's website](#).

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the [Office of the State Comptroller's Help Desk](#) at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.ny.gov.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the [VendRep website](#) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed \$100,000 over the life of the contract.

Note: Bidders must acknowledge their method of filing their questionnaire by checking the appropriate box on the Response Sheet for Bids (5. Submission Documents).

Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the New York State Education Department (“NYSED”) and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of the solicitation through final award and approval of the Procurement Contract by NYSED and, if applicable, Office of the State Comptroller (“restricted

period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified below. NYSED employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at [NYSED's Procurement Lobbying Law Policy Guidelines webpage](#).

Designated Contacts for NYSED
Program Office – **Donald McManus**
Contract Administration Unit – **Adam Kutryb**

Consultant Disclosure Legislation

Effective June 19, 2006, new reporting requirements became effective for State contractors, as the result of an amendment to State Finance Law §§ 8 and 163. As a result of these changes in law, State contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

To enable compliance with the law, State agencies must include in the Procurement Record submitted to OSC for new consultant contracts, the State Consultant Services Contractor’s Planned Employment from Contract Start Date Through the End of the Contract Term (Form A). The completed form must include information for all employees providing service under the contract whether employed by the contractor or a subcontractor. Please note that the form captures the necessary planned employment information ***prospectively from the start date of the contract through the end of the contract term***.

[Form A](#) is available on OSC’s website.

Please note that although this form is not required as part of the bid submission, NYSED encourages bidders to include it in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the form listed above is acceptable.

Chapter 10 of the Laws of 2006 mandates that State agencies must now require State contractors to **report annually** on the employment information described above, including work performed by subcontractors. The legislation mandates that the annual employment reports are to be submitted by the contractor to the contracting agency, to OSC and to the Department of Civil Service. State Consultant Services Contractor’s Annual Employment Report (Form B) is to be used to report the information for all procurement contracts above \$15,000. Please note that, in contrast to the information to be included on Form A, which is a one-time report of planned employment data for the entire term of a consulting contract on a projected basis, ***Form B will be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31)***.

[Form B](#) is available on OSC's website.

For more information, please visit [OSC Guide to Financial Operations](#).

Public Officer's Law Section 73

All bidders must comply with Public Officer's Law Section 73 (4)(a), as follows:

4. (a) No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

(i) The term "state officer or employee" shall mean:

(i) heads of state departments and their deputies and assistants other than members of the board of regents of the university of the state of New York who receive no compensation or are compensated on a per diem basis;

(ii) officers and employees of statewide elected officials;

(iii) officers and employees of state departments, boards, bureaus, divisions, commissions, councils or other state agencies other than officers of such boards, commissions or councils who receive no compensation or are compensated on a per diem basis; and

(iv) members or directors of public authorities, other than multistate authorities, public benefit corporations and commissions at least one of whose members is appointed by the governor, who receive compensation other than on a per diem basis, and employees of such authorities, corporations and commissions.

Review [Public Officer's Law Section 73](#).

NYSED Substitute Form W-9

Any payee/vendor/organization receiving Federal and/or State payments from NYSED must complete the NYSED Substitute Form W-9 if they are not yet registered in the Statewide Financial System centralized vendor file.

The NYS Education Department (NYSED) is using the NYSED Substitute Form W-9 to obtain certification of a vendor's Tax Identification Number in order to facilitate a vendor's registration with the SFS centralized vendor file and to ensure accuracy of information contained therein. We ask for the information on the NYSED Substitute Form W-9 to carry out the Internal Revenue laws of the United States.

Workers' Compensation Coverage and Debarment

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires, and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

PROOF OF COVERAGE REQUIREMENTS

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL.

Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Workers' Compensation Coverage

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the [New York State Workers' Compensation Board website](#). Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the forms listed above are acceptable.

Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance ("DTF") that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with NYSED as the Contracting Agency) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the [New York State Department of Taxation and Finance's website](#). Forms are available through these links:

- [ST-220 CA](#)
- [ST-220 TD](#)

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them with their bid submissions to expedite contract execution if the bidder is awarded the contract.

4.) Assurances

The State of New York Agreement, Appendix A (Standard Clauses for all New York State Contracts), Appendix A-1 (Agency-Specific Clauses), and Appendices CPO1-2d, CPO1Supp-2d, and CPO2-2d **will be included** in the contract that results from this RFP. Vendors who are unable to complete or abide by these assurances should not respond to this request.

The documents listed below are included in **5.) Submission Documents**, which must be signed by the Chief Administrative Officer. Please review the terms and conditions. Certain documents will become part of the resulting contract that will be executed between the successful bidder and the NYS Education Department.

1. Non-Collusion Certification
2. MacBride Certification
3. Certification-Omnibus Procurement Act of 1992
4. Certification Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements
5. Offerer Disclosure of Prior Non-Responsibility Determinations
6. NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file.)
7. Iran Divestment Act Certification
8. Sexual Harassment Policy Certification

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through Betty A. Rosa, Interim Commissioner of Education of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to

exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

Appendix A
STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as

the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or

services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules

("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
[NYS M/WBE Directory](#)

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE

LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("[Prohibited Entities List](#)").

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract; it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including,

but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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

(October 2019)

APPENDIX A-1
AGENCY-SPECIFIC CLAUSES

Payment and Reporting

- A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

Responsibility Provisions

- A. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. Suspension of Work (for Non-Responsibility)
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- C. Termination (for Non-Responsibility)
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Property

- A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed

under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not at any time sell, trade, convey or otherwise dispose of any non-expendable assets having a market value in excess of Two Thousand Dollars (\$2,000) at the time of the desired disposition without the express permission of the State. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow to be used any non-expendable assets in a manner inconsistent with the purposes of this agreement.

- B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such request. If the request for continued use is allowed to any degree, it shall be conditioned upon the fact that said equipment shall continue to be used in accordance with the purposes of this agreement.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by the termination of this agreement or by the State's rejection of continued use of non-expendable assets by the Contractor as set forth herein. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.
- D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. Required Web Accessibility of Delivered Documents and Applications. If applicable, all documentation, applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy, which requires that documents, web-

based information and applications are accessible to persons with disabilities. All delivered documentation and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before documents and applications will be considered a qualified deliverable under the contract or procurement.

- C. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- D. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- E. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- F. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- G. No fees shall be charged by the Contractor for training provided under this agreement.
- H. Partisan Political Activity and Lobbying. Funds provided pursuant to this Agreement shall not be used for any partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office.
- I. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- J. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Certifications

- A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.
- B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.
- C. Contractor certifies that no governmental entity has made a finding of non-responsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may

be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

- A. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
- B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.
- C. The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

By mail: NYS Office of the State Comptroller
 Bureau of Contracts
 110 State Street, 11th Floor
 Albany, NY 12236
 Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service
 Office of Counsel
 Alfred E. Smith Office Building
 Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department
 Contract Administration Unit
 Room 505 W EB
 Albany, NY 12234

By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
 - 1. Appendix A - Standard Clauses for all State Contracts
 - 2. State of New York Agreement
 - 3. Appendix A-1 - Agency Specific Clauses
 - 4. Appendix X - Sample Modification Agreement Form (where applicable)

5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
6. Appendix B - Budget
7. Appendix C - Payment and Reporting Schedule
8. Appendix R – Data Security and Privacy Plan (where applicable)
9. Appendix S – Parents’ Bill of Rights for Data Privacy and Security (where applicable)
10. Appendix S-1 - Attachment to Parents’ Bill of Rights (where applicable)
11. Appendix D - Program Work Plan

Revised 6/12/17

ATTACHMENT A - Proposal

Posted separately in Section 5.) **Submission Documents**

ATTACHMENT B:

Annual Contract Performance Review

Certified or Pre-Certified Interpreters

- Did the Vendor provide a Certified Interpreter for 60% of all assignment request? Verification will be obtained from invoices and timesheets submitted throughout the year.
- Did the Vendor obtain participant/customer feedback on quality of service provided? Vendor will provide survey results annually to ACCES-VR.
- Did the Vendor provide a verified roster of interpreters employed by their agency?
- Does the vendor have a plan to maintain and advance pre-certified interpreters to certified interpreters? Vendor will be asked to provide ACCES-VR with a copy of the plan

Capacity:

- Did the vendor provide certified interpreters at least 60% of the time? If not, why?
- Did the provider certified capacity to match participant/customer needs in a timely and professional manner? ACCES-VR will review the number of interpreting hours requested and the number of hours vendor was able to provide. Vendor will provide a reason why interpreting hours were unable to be filled.
- Does the vendor have an operational plan for ensuring appropriate services in a timely manner, including the matching of interpreters to participants and the provision of certified interpreters within the Region/ACCES-VR Central/District Office(s);
- What is the vendor's back-up referral service plan, when RID/NAD interpreter resources are limited, to meet the 60% minimum requirement for certified interpreters as outlined in this RFP.

Reporting Requirement

- Were invoices, vouchers and timesheets submitted within the required timeframes?
- Were signatures provided on all timesheets?
- Were quarterly reports submitted by the due date to District Office and Central Office?

SAMPLE - SATISFACTION SURVEY

Interpreter Referral Services Contract Performance Report

ACCES request that you take the opportunity to provide feedback and ask that you sample both interpreters and customers. ACCES-VR wants to know if the interpreter services you received met your needs. This information will be used to determine the effectiveness of the service delivery, problem resolution, and to improve services. Please feel free to make additional comments.

Referral Service Agency Name:

Customer or Interpreter Name:

Your Affiliation to the Referral Agency: **Customer** **Sub-Contractor**
Describe Service Provided: **On-Site** **VRI**

Customer - (Check Appropriate Box)

	Excellent	Good	Acceptable	Un-Acceptable
The interpreters provided met my interpreting need.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The interpreter session was conducted in a professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interpreting session began and ended as scheduled.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timesheets were provided for signature from all interpreters at all interpreting sessions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Sub-Contractor - (Check Appropriate Box)

	Excellent	Good	Acceptable	Un-Acceptable
The Interpreter Referral Agency effectively matched my skills with the customer's needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If pre-certified - The Referral Agency provided training opportunities to improve my skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timesheets were provided for each interpreting session.				
I was able to obtain customer signatures on my timesheet at each interpreting session.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For VRI Services Only – (Check Appropriate Box)

	Excellent	Good	Acceptable	Un-Acceptable
Rate video quality of the VRI service.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment operated throughout entire session, with no malfunctions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
For interpreters: I have been trained in VRI by the Interpreter Referral Agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

ATTACHMENT C:

Registry of Interpreters for the Deaf, Inc. (RID) Code of Conduct

The Registry of Interpreters for the Deaf, Inc. (RID) has established the following principles of ethical behavior to protect and guide interpreters and transliterators and hearing and deaf participants. Underlying these principles is the desire to ensure for all the right to communicate.

This Code of Conduct applies to all members of the Registry of Interpreters for the Deaf, Inc. and to all certified non-members.

1. Interpreters/translitterators shall keep all assignment-related information strictly confidential.
2. Interpreters/translitterators shall render the message faithfully, always conveying the content and spirit of the speaker using the language most readily understood by the person(s) whom they serve.
3. Interpreters/translitterators shall not counsel, advise or interject personal opinions.
4. Interpreters/translitterators shall accept assignments using discretion regarding skill, setting, and the participant involved.
5. Interpreters/translitterators shall request compensation for services in a professional and judicious manner.
6. Interpreters/translitterators shall function in a manner appropriate to the situation.
7. Interpreters/translitterators shall strive to further knowledge and skills through participation in workshops, professional meetings, interaction with professional colleagues, and reading of current literature in the field.
8. Interpreters/translitterators by virtue of membership or certification by the RID, Inc. shall strive to maintain high professional standards in compliance with the Code of Ethics.

The Registry of Interpreters of the Deaf, Inc. (RID) and the National Association for the Deaf (NAD) signed an agreement to form a separate certifying entity: National Interpreting Council (**NIC**). The NIC is charged with revising a Code of Ethics for NIC and would be broader in scope than the current Code of Ethics from RID. Additionally, NIC is overseeing the development of a national test that will lead to certification entitled: National Certified Interpreter (**NCI**).

ATTACHMENT D:

Adult Career and Continuing Education Services Vocational Rehabilitation (ACCES-VR) Assessment of Pre-Certified Interpreters (APCI) For Non-Certified Interpreters

There are a limited number of RID/NAD certified interpreters to meet the needs of the Deaf population in New York State. In cooperation with the National Technical Institute for the Deaf (NTID), a screening process was developed by ACCES-VR to determine minimum qualifications of non-certified interpreters for the purpose of providing vocational rehabilitation services. To qualify for the pre-certified rate, the bidder must pass through the following screening:

1. Written Screening - Tests general knowledge of deafness, interpreting and RID Code of Conduct. In order to take the skills portion of the written exam, an interview will be scheduled.
2. Interview - Following successful completion of the written exam, an interview will be scheduled to assess aptitude and general knowledge to assess applicant's familiarity with the Code of Conduct of the Registry of Interpreters for the Deaf and to establish a rapport.
3. Skills Assessment - Interpreters skills will be assessed in settings which simulate ACCES-VR interpreting situations which allow the applicant to sign and voice from one medium.

ATTACHMENT E

Regulation Part 247 - Client Services (abridged)

(Statutory authority: Education Law, §§ 101, 207, 1004[1])

To view the Regulation of the Commissioner of Education, Part 247 in its entirety, please refer to:
http://www.ACCESS-VR.nysed.gov/current_provider_information/vocational_rehabilitation/NYS_regulations/part_247.htm

247.2 - Administrative review, mediation and impartial hearing

8. **Modes of communication.** An interpreter fluent in the dominant language of the individual or a person skilled in communicating with individuals with disabilities who rely on special modes of communication shall be provided, at agency expense, at the mediation, initial review conference, administrative review, and at an impartial hearing, when necessary.

247.12 - Financial need

3. To the extent permitted by Federal law, all services will be subject to financial need requirements. Individuals will be informed of those services subject to financial need at the time of program planning, and other appropriate times. Services provided to individuals without regard to financial status are:
 - G. any auxiliary aid or service such as interpreter services or reader services that an individual with a disability requires under section 504 of the Rehabilitation Act or the Americans with Disabilities Act or regulations implementing those laws, in order for the individual to participate in the agency's program.

247.13 - Services available to individuals

The agency will maintain written policies covering the scope and nature of each of the vocational rehabilitation services available and the criteria, under which each service will be provided to achieve an employment outcome. Services will be based on the rehabilitation needs of the individual and will be consistent with the individual's informed choice. The following vocational rehabilitation services shall be available to individuals as components of a planned vocational program, subject to the conditions set forth in section 247.14 of this Part:

8. interpreter services for individuals who are deaf and tactile interpreting services for individuals who are deaf-blind;

247.14 - Requirements relating to specific services

2. Interpreter services for individuals who are deaf. Such services shall be provided to assure adequate communication between an individual who is deaf and agency staff, or to assure maximum benefit of planned vocational rehabilitation services. They shall be provided only under the following conditions:
 - A. the individual is an applicant or is in extended evaluation or on an active caseload;

- B. the provision of such service is included in the individualized plan for employment for an individual in the active caseload, or in the written plan, if the individual is in trial work experience;
- C. the full use of comparable services and benefits has been planned prior to the provision of any services using agency funds.

247.15- Audits of service providers

1. Scope. Field audits will be conducted by the Office of Adult Career and Continuing Education Services, hereinafter referred to as the agency, to review, investigate, advise and report upon the financial and operating practices and program performance of contractors, service providers, grantees, and sub-grantees utilized by the agency pursuant to article 21 of the Education Law.
2. Access to records. All such contractors, service providers, grantees and sub-grantees shall make all records, books, reports, computer programs and files, documents and papers which, in the opinion of the auditors, are pertinent to the conduct of an audit as set forth under this section, available to any agency auditor, upon request for the purpose of making audit, examination, excerpts and transcripts.
3. Audit provision. All contracts, subcontracts, and authorization/vouchers issued pursuant to article 21 of the Education Law will include a provision for audit of the contractor, service provider, grantee or sub-grantee by the agency.

247.16 – Approval of vendors of goods and services furnished in connection with a program of vocational rehabilitation and basis for rates charged

1. Purpose. The purpose of this section is to establish general and specific provisions for approval of vendors of goods and services other than community rehabilitation programs and for establishing a basis for the rates to be charged.
2. Definitions. As used in this section:
 - D. Interpreter means an individual who possesses skill in the language of signs and finger spelling, can convey a hearing person's message to a deaf person, and can convey a deaf person's message to a hearing person.
3. General provisions. Goods and services to individuals with disabilities shall be provided consistent with the following provisions:
 - A. The vendor providing services authorized by the agency shall agree not to extract or accept payment from the individual or his or her family for such services without prior approval of the agency.
 - B. Require prior approval by the agency. Advance payment for such services shall not be made.

- C. Vendors approved to provide services to individuals must provide information and data deemed sufficient by the agency to establish a rate or amount of payment for each specific service.
- D. The rate charged by the vendors to the agency shall not exceed the rate charged to the general public. If the vendor or school has a policy or practice of providing rebates or discounts to commercial customers, such policy or practice shall be extended to the agency.
- E. All vendors approved by the agency shall comply with the state and/or federal regulations governing the vendor services they provide (e.g., licenses and applications required by the state and/or federal regulatory agency).
- F. All vendors other than rehabilitation facilities providing services, specified in subdivision (d) of this section, for the agency are subject to agency approval prior to the provision of goods and services as covered by this section.
- G. Services and/or vendors not specifically covered in this section may be approved on a temporary basis at the discretion of the agency and in the interest of providing services; however, such services and/or vendors must be included by amendment in subdivision (d) of this section within 180 days from the date the temporary approval was granted in order for such services or vendors to be utilized in the future.
- H. It shall be within the sole discretion of the agency whether a particular vendor of goods or services is utilized, and the agency may revoke its approval of utilization where it is deemed by the agency to be in the interest of efficient and effective administration notwithstanding a vendor's compliance with the provisions of subdivision (d) of this section.

4. Types of vendor services subject to approval. Prior to agency approval, vendors shall comply with the applicable provisions set forth as follows:

- L. Interpreter, tutorial and attendant services.
 - (i) Vendors of interpreter services shall be certified by the National Register of Interpreters for the Deaf. Exceptions may be made where certified interpreters are not available.
 - (iv) Interpreters for the deaf are paid according to the agency fee schedule which excludes transportation to and from work settings. Tutorial and attendant fees are negotiable.

Attachment F: Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCES-VR) District Offices

Region 1	
<p>Bronx District Office Rebecca Robinson Lawrence, Regional Coordinator Vacant, District Office Manager 1215 Zerega Ave Bronx, NY 10462 Telephone: (718) 931-3500 Fax: (718) 931-4299 TTY: (718) 931-3999 Counties in Catchment Area Bronx</p>	<p>Brooklyn District Office Nadia Jeanty, District Office Manager 55 Hanson Place, 2nd Floor Brooklyn, NY 11217-1578 Telephone: (718) 722-6700 Fax: (718) 722-6714 TTY: (718) 722-6736 Counties in Catchment Area Kings</p>
<p>Manhattan District Office Rebecca Robinson-Lawrence, Regional Coordinator Joanne Lester, Assistant District Office Manager 116 West 32nd Street, 6th Floor New York, NY 10001 Telephone: (212) 630-2300 Fax: (212) 630-2365 TTY: (212) 630-2302</p> <p>Harlem Office 163 West 125th Street, Room 713 New York, NY 10027 Telephone: (212) 961-4420 Fax: (212) 961-4423</p> <p>Staten Island Office 2071 Clove Road, Suite 302 Staten Island, NY 10304 Telephone: (718) 816-4800 Fax: (718) 448-4843 Counties in Catchment Area New York, Richmond</p>	<p>Queens District Office Magaly Lovell, District Office Manager 11-15 47th Avenue Long Island City, NY 11101 Telephone: (347)510-3100 Fax: (718) 784-3702 TTY: (718) 760-8835 Queens</p>

Region 2

<p>Garden City District Office Veronica Rose-Craig, Regional Coordinator Nicholas Spinelli, Assistant District Office Manager 711 Stewart Avenue, Suite 4 Garden City, NY 11530 Telephone: (516) 227-6800 Fax: (516) 227-6834 TTY: (516) 542-2012 Counties in Catchment Area Nassau</p>	<p>Hauppauge District Office Catherine DeSalvo, District Office Manager NYS Office Building, 250 Veterans Highway Hauppauge, NY 11788 Telephone: (631) 952-6357 Fax: (631) 952-5826 TTY: (631) 952-6370 Toll Free: 800-441-0320 Counties in Catchment Area Riverhead Office Plaza 518 524 East Main Street, Suite 206 Riverhead, NY 11901 Telephone: (631) 727-6496 Fax: (631) 727-7583 Counties in Catchment Area Suffolk</p>
<p>White Plains District Office Ramona Fuentes, District Office Manager 75 South Broadway, 2nd Floor White Plains, NY 10601 Telephone: (914) 946-1313 Fax: (914) 946-1726 TTY: (914) 946-1520 Toll Free: 800-258-3743</p> <p>Spring Valley Office Pascack Plaza 15 Perlman Drive, 2nd Floor Spring Valley, NY 10977 Telephone: (845) 426-5410 Fax: (845) 426-5427 Counties in Catchment Area Rockland, Westchester</p>	

Region 3

Albany District Office
 Scott Brazie, District Office Manager
 80 Wolf Rd, Suite 200
 Albany, NY 12205-2644
 Telephone: (518) 473-8097 Fax: (518) 457-4562
 TTY (518) 457-2318 Toll Free: 800-272-5448
 Counties in Catchment Area
 Albany, Columbia, Greene, Rensselaer,
 Saratoga, Schenectady, Schoharie, Warren,
 Washington

Malone District Office
 Linda Schramm, Regional Coordinator
 Vacant, District Office Manager
 209 West Main Street, Suite 3
 Malone, NY 12953-9501
 Telephone: (518) 483-3530 Fax: (518) 483-3552
 TTY: (518) 483-6070 Toll Free: 800-882-2803
 Counties in Catchment Area
 Clinton, Essex, Franklin, St. Lawrence

Mid-Hudson District Office
 Linda Schramm, Regional Coordinator
 Angela Patella, Director of Counseling
 Manchester Mill Centre, Suite 200
 301 Manchester Road
 Poughkeepsie, NY 12603
 Telephone: (845) 452-5325 Fax: (845) 452-5336
 TTY: (845) 452-2910 Toll Free: 877-voc-rehb

Kingston Office
 65 Albany Avenue, Suite E
 Kingston, NY 12401
 Telephone: (845) 339-4270 Fax: (845) 339-4620

Middletown Office
 200 Midway Park Drive
 Middletown, NY 10940
 Telephone: (845) 346-4260 Fax: (845) 343-3358
 TTY: (845) 343-4969
 Counties in Catchment Area
 Dutchess, Orange, Putnam, Sullivan, Ulster

Region 4

Southern Tier District Office
Jack Lance, Regional Coordinator
44 Hawley Street, 7th FL, Room 705
Binghamton, NY 13901-4470
Telephone: (607) 721-8400 Fax: (607) 721-8390
TTY: (607) 721-8408 Toll Free: 800-888-5010

Elmira Office
609 Church Street
Elmira, NY 14901
Telephone: (607) 734-5294 Fax: (607) 734-6802
Counties in Catchment Area
Broome, Chemung, Chenango, Delaware,
Otsego, Schuyler, Steuben, Tioga, Tompkins

Syracuse District Office
Patrick Sheppard, District Office Manager
State Office Building, Room 230
333 East Washington Street
Syracuse, NY 13202
Telephone: (315) 428-4179 Fax: (315) 428-4280
TTY: (315) 428-4659 Toll Free: 800-782-6164

Counties in Catchment Area
Cayuga, Cortland, Jefferson, Madison,
Onondaga, Oswego

Utica District Office
Jack Lance, Regional Coordinator
Vacant, District Office Manager
207 Genesee Street, State Office Building
Utica, NY 13501
Telephone: (315) 793-2536 Fax: (315) 793-2724
TTY: (315) 793-2667 Toll Free: 800-624-6206

Gloversville Office
199 South Main Street, Suite 2
Gloversville, NY 12078
Telephone: (518) 773-2884 Fax: (518) 773-1097
Counties in Catchment Area
Fulton, Hamilton, Herkimer, Lewis,
Montgomery, Oneida

Region 5

Rochester District Office
Danielle Maloy, Regional Coordinator
Edie Arlauckas, Assistant District Office
Manager
109 South Union Street, 2nd Floor
Rochester, NY 14607
Telephone: (585) 238-2900 Fax: (585) 325-
2001
TTY: (585) 325-6278 Toll Free: 800-462-
0178

Geneva Office
70 Elizabeth Blackwell Street
Geneva, NY 14456
Telephone: (315) 789-0191 Fax: (315) 789-
0795

Geneseo Office
Government Center, 6 Court St, Room 107
Geneseo, NY 14454
Telephone: (585) 991-5093
Counties in Catchment Area
Livingston, Monroe, Ontario, Seneca, Wayne,
Yates

Buffalo District Office
Bethanne Guest-Bergum, District Office
Manager
508 Main Street
Buffalo, NY 14202
Telephone: (716) 848-8001 Fax: (716) 848-
8103
TTY: (716) 848-8105 Toll Free: 888-652-
7062
Counties in Catchment Area
Erie, Niagara, Orleans, Genesee, Wyoming,
Chautauqua, Cattaraugus, Allegany

ATTACHMENT G

USE OF A CERTIFIED DEAF INTERPRETER

About the CDI

A Certified Deaf Interpreter (CDI) is an individual who is deaf or hard of hearing and has been certified by the Registry of Interpreters for the Deaf as an interpreter.

Specialized training and/or experience

In addition to excellent general communication skills and general interpreter training, the CDI may also have specialized training and/or experience in use of gesture, mime, props, drawings and other tools to enhance communication. The CDI has an extensive knowledge and understanding of deafness, the deaf community, and/or Deaf culture which combined with excellent communication skills, can bring added expertise into both routine and uniquely difficult interpreting situations.

Meeting special communication challenges

A Certified Deaf Interpreter may be needed when the communication mode of a deaf participant is so unique that it cannot be adequately accessed by interpreters who are hearing. Some such situations may involve individuals who:

- use idiosyncratic non-standard signs or gestures such as those commonly referred to as “home signs” which are unique to a family
- use a foreign sign language
- have minimal or limited communication skills
- are deaf-blind or deaf with limited vision
- use signs particular to a given region, ethnic or age group
- have characteristics reflective of Deaf Culture not familiar to hearing interpreters.

The CDI at Work as a team member

Often a Certified Deaf Interpreter works as a team member with a certified interpreter who is hearing. In some situations, a CDI/hearing interpreter team can communicate more effectively than a hearing interpreter alone or a team of two hearing interpreters or a CDI alone. In the CDI/hearing interpreter team situation, the CDI transmits message content between a deaf participant and a hearing interpreter; the hearing interpreter transmits message content between the CDI and a hearing participant. While this process resembles a message relay, it is more than that. Each interpreter receives the message in one communication mode (or language), processes it linguistically and culturally, and then passes it on in the appropriate communication mode. In even more challenging situations, the CDI and hearing interpreter may work together to understand a deaf individual's message, confer with each other to arrive at their best interpretation, then convey that interpretation to the hearing party.

For Deaf-Blind individuals

When a participant who is deaf-blind is involved, the CDI may receive a speaker's message visually, then relay it to the deaf-blind individual through the sense of touch or at close visual range.

This process is not a simple relay in which the CDI sees the signs and copies them for the person who is deaf-blind. The CDI processes the message, then transmits it in the mode most easily understood by the individual who is deaf-blind.

Solo

The CDI sometimes works as the sole interpreter in a situation. In these instances, the CDI may use sign language or other communication modes that are effective with a particular deaf individual; and may use, with the hearing participant, a combination of speech, speech reading, residual hearing, and written communication.

On the platform

The CDI sometimes functions as interpreter before an audience. This may involve the CDI watching a hearing interpreter and restating the message to the audience in a different sign mode.

Benefits of using a Certified Deaf Interpreter are:

- optimal understanding by all parties
- efficient use of time and resources
- clarification of linguistic and/or cultural confusion and misunderstanding(s)
- arrival at a clear conclusion in the interpreting situation

The Association believes that when use of a Certified Deaf Interpreter (CDI) is appropriate, the CDI and a certified interpreter who is hearing can function as a highly effective team to provide quality communication access for everyone involved.

At STANDARD PRACTICE PAPER USE OF A CERTIFIED DEAF INTERPRETER

RID encourages use of these papers for public distribution and advocacy.

Registry of Interpreters for the Deaf

333 Commerce Street

Alexandria, VA 22314

703/838-0030 (V)

703/838-0459 (TTY)

703/838-0454 (Fax)

www.rid.org other times, the CDI may be in front of the audience to “mirror” comments or questions from a signing member of the audience so that the rest of the audience can see them.

USE OF A CERTIFIED DEAF INTERPRETER, PAGE 2

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