

Rider for SSBG Capital Projects

A. Terms and Conditions for Local Capital Construction Grants

1. PAYMENT

- a. Payments: OMH will process payments as set forth in Attachment D hereof ("Payment and Reporting Schedule"). Such Payments may be used only for Eligible Expenditures as defined herein.

For Payments requiring submission of an invoice, such invoices shall be remitted to:

**NYS Office of Mental Health
Contracts & Claims Unit
44 Holland Avenue, 7th Floor
Albany, NY 12229**

- b. Payment of contract funds shall be processed by OMH as reimbursement or advance provided the appropriate documentation accompanies the claim for payment and CONTRACTOR has submitted all required reports to OMH.
- c. Any change orders shall require the prior written approval of OMH.
- d. CONTRACTOR shall submit claims for payment of contract funds in accordance with the terms of this MASTER CONTRACT. Such claims shall be for costs incurred pursuant to Attachment B or any OMH approved modifications to Attachment B. All payments shall be issued at times and in amounts to be determined by OMH based upon construction/rehabilitation progress and satisfactory completion of the following conditions:
 - i. CONTRACTOR shall submit on a monthly basis actual construction and/or rehabilitation costs on an independent Architect's Application and Certificate for Payment, certified by CONTRACTOR'S independent architect as to percentage of completion of construction/ rehabilitation and current total costs incurred for all construction/rehabilitation, or on such other form as may be prescribed by OMH.
 - ii. OMH reserves the right to withhold payments based on the PROJECT'S estimated construction/rehabilitation progress.
- e. It is expressly understood that all payments made to CONTRACTOR and its subcontractors made pursuant to this MASTER CONTRACT are made subject to audit. OMH may directly, or through contract, audit payments pursuant to this MASTER CONTRACT and the New York State Office of the State Comptroller, as well as appropriate agencies of the Federal government, may also audit these payments. CONTRACTOR and all subcontractors agree to cooperate fully in any such audit, and understand that any failure to so cooperate may be

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considered a breach of contract and result in withholding of payment of claims or termination of this MASTER CONTRACT.

- f. The final payment shall be payable upon full completion of the PROJECT as attested to by the PROJECT Architect, inspection of the PROJECT and approval in writing by OMH and satisfactory fulfillment of all terms and conditions of this MASTER CONTRACT by CONTRACTOR.
- g. In accordance with the Comptroller of the State of New York's Accounting Bulletin A-091, OMH shall have a fifteen (15) day inspection period in which to review the goods and/or services delivered and the request for payment submitted by CONTRACTOR in connection therewith and notify CONTRACTOR of any corrections/clarifications required.
- h. CONTRACTOR hereby certifies that requests for payment shall not duplicate reimbursement received from other sources providing funding support for costs related to this MASTER CONTRACT'S purpose.
- i. All funds received by CONTRACTOR pursuant to the terms of this MASTER CONTRACT are subject to the trust fund provisions of Section Thirteen of the Lien Law.

2. LIEN

- a. CONTRACTOR consents to a lien, entitled State Aid Grant Lien, upon the PREMISES and improvements thereon in the amount of such monies referred to in Article 1.1 for a TERM of up to thirty years. CONTRACTOR further agrees to execute all documents necessary or desirable for the filing and perfection of such lien by OMH. The TERM shall be deemed to start on the date of the issuance of the Certificate of Occupancy or the Operating Certificate, whichever is later.
- b. OMH shall cause to be filed with the recording officer of the county wherein the PREMISES are situated, a State Aid Grant Lien to secure payments provided through this contract and in accordance with Article 41 of the Mental Hygiene Law.
- c. In accordance with applicable Federal statutory and regulatory authority, CONTRACTOR consents to file a Notice of Federal Interest, or "NFI" (Attachment E) for renovation and repair costs to a property or equipment purchases in the amount of \$200,000 or greater. The NFI shall be filed with the recording officer of the county wherein the property is situated.
- d. Assignment of this MASTER CONTRACT, or any of its parts, shall require the prior written approval of OMH and the New York State Office of Children and Family Services.
- e. In the event that CONTRACTOR is conducting the PROJECT (as defined in Attachment C and as shown on the face page of the MASTER CONTRACT) on leased PREMISES, the lease shall be

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assignable in accordance with and for the sole purposes described in this MASTER CONTRACT, and shall require the prior written approval of OMH and the New York State Office of Children and Family Services.

3. **EXECUTIVE LAW ARTICLE 7-A:** CONTRACTOR warrants that it is in full compliance with all applicable provisions of Executive Law, Article 7-A-Solicitation and Collection of Funds for Charitable Purposes and the Estates, Powers and Trusts Law Section 8-1.4 or has evidence which substantiates exemption from such provisions.

4. **INDEMNIFICATION AND INSURANCE**

Prior to the start of work the CONTRACTOR shall procure at its sole cost and expense, and shall maintain in force at all times policies of insurance as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York ("admitted" carriers) with an A.M. Best Company rating of "A-" or better or as acceptable to the OMH. The OMH may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the OMH to accept insurance placed with a non-authorized carrier under any circumstances.

The Contractor shall deliver to the OMH evidence of such policies in a form acceptable to the OMH. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

- a. General Conditions. All policies of insurance required by this Master Contract must meet the following requirements:
 1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Contractor are specified in Paragraph B Insurance Requirements below.
 2. Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the OMH, policies must be written on an occurrence basis. Under certain circumstances, the OMH may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the OMH prior to the policy's expiration or cancellation.
 3. Certificates of Insurance/Notices. Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the OMH, before commencing any work under this contract.

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Certificates shall reference the Contract Number. Certificates shall be mailed to the:

NYS Office of Mental Health
Contracts & Claims Unit, 7th Floor
44 Holland Avenue, Albany, NY 12229

Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the OMH, Attention - , [OMH name & address]. In addition, if required by the OMH, the Contractor shall deliver to the OMH within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of Insurance shall:

- a) Be in the form approved by the OMH.
- b) Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
- c) Specify the Additional Insureds and Named Insureds as required herein.
- d) Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate,
- e) When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and
- f) Be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance, Supplemental Insurance Certificates, and other attachments) will be accepted.

4. Primary Coverage. All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the OMH for any claim arising from the Contractor's work under this Master Contract, or as a result of the Contractor's activities. Any other insurance maintained by the OMH shall be excess of and shall not contribute with the Contractor's insurance regardless of the other insurance clause contained in the OMH's own policy of insurance.
5. Policy Renewal/Expiration. At least two weeks prior to the expiration of any policy required by this Master Contract, evidence of renewal or replacement policies of insurance with

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terms no less favorable to the OMH than the expiring policies shall be delivered to the OMH in the manner required for service of notice in Paragraph A.3. Certificates of Insurance/Notices above. If, at any time during the term of this Master Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Master Contract or proof thereof is not provided to the OMH, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the OMH. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Master Contract or not providing proof of same in a form acceptable to the OMH, shall not give rise to a delay claim or any other claim against the OMH. Should the Contractor fail to provide or maintain any insurance required by this contract, or proof thereof is not provided to the OMH, the OMH may withhold further contract payments, treat such failure as a breach or default of the contract, and/or, after providing written notice to the Contractor, require the Surety (if any) to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. For Construction contracts – General, Environmental, and/or Builders’ Risk deductibles or self-insured retentions above \$100,000 are subject to approval from the OMH. Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.
7. Subcontractors. The Contractor shall require subcontractors to maintain insurance of the types and in the amounts required by OMH and shall include in its contracts with subcontractors such language regarding such insurance requirements as OMH may require. Required insurance limits shall be determined commensurate with the work of the subcontractor. Proof thereof shall be supplied to the OMH.

b. Specific Coverages and Limits

The types of insurance and minimum policy limits shall be as follows:

1. All risks Property Insurance

All risk property insurance on the property, in an amount of one hundred percent (100%) of the replacement value thereof. In case of damage, loss or destruction of the property, or any part thereof, the proceeds of any such insurance which pertains to such property shall be used and applied by CONTRACTOR as promptly as possible to repair, restore, rebuild or replace the same as nearly as possible to

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the condition existing prior to such damage, loss or destruction: provided, however, that in the event of total loss or substantial destruction of the PREMISES and where CONTRACTOR elects not to repair, restore, rebuild or replace the same, it shall pay over to OMH the proceeds of insurance. OMH and/or the Dormitory Authority of the State of New York (DASNY) shall be named loss payee. Any such repair, restoration, rebuilding or replacement of the PREMISES must be in accordance with such design, plans and specifications as will be appropriate for the construction of an OMH services FACILITY and which design, plans and specifications will have received the approval of OMH. The provisions of this paragraph shall survive the duration of this MASTER CONTRACT and shall terminate upon satisfaction of the requirements established in paragraph 2.1 of Attachment C.

2. General Liability

Commercial General Liability Insurance, (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, THREE MILLION DOLLARS (\$3,000,000) aggregate. Such policy shall name OMH as an additional insured.

Coverage shall include, but not be limited to, the following:

- premises liability,
- independent contractors,
- blanket contractual liability, including tort liability of another assumed in a contract,
- defense and/or indemnification obligations, including obligations assumed under this contract,
- cross liability for additional insured's
- products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract,
- explosion, collapse, and underground hazards,
- contractor means and methods, and

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- liability resulting from Section 240 or Section 241 of the New York State Labor Law. The following ISO forms must be endorsed to the policy:
 - **CG 00 01 01 96 or an equivalent** – Commercial General Liability Coverage Form
 - **CG 20 10 11 85, or, an equivalent**- Additional Insured-OMH, Lessees or Contractors (Form B)

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for contractors with multiple capital construction grants.

The CGL policy, and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insured, and such polic(ies) shall be primary to, and non-contributing with, any other insurance maintained by the OMH. Any other insurance maintained by the OMH shall be excess of and shall not contribute with the Contractor’s or Subcontractor’s insurance, regardless of the “Other Insurance” clause contained in either party’s policy of insurance.

When the Work involves construction or demolition within 50 feet of rail stations, yards, tracks, or other railroad property, the exclusion for work done within 50 feet of railroad property (the “Railroad” exclusion) must be deleted. Also see requirements for Railroad Protective Liability insurance.

3. Builders Risk- Contractor

The Contractor shall provide a Builders’ Risk Insurance policy covering all risks in an initial amount equal to the value of all insurable property. The value of the policy shall be increased monthly in amounts appropriate to work completed. OMH shall be named to receive notices of any failure by CONTRACTOR or its designee to report the full increase in value each month.

Such policy shall cover the total value of the Work performed in accordance with this Contract, as well as the value of any equipment, supplies and/or material to be installed in the Project that may be in storage (on or off the Site) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and property of the State held in Contractor’s care, custody and/or control. The Builders’ Risk policy shall contain endorsements that provide for the following:

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- Such policy shall name as insureds OMH and the Contractor as loss payee for the Work in order of precedence, as their interest may appear; and
- In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company; and
- In the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: “the New York State Office of Mental Health is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefore.”

4. Umbrella and Excess Liability

When the limits of the CGL or other policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the OMH or any additional insured shall be considered excess of and shall not contribute with any other insurance procured and maintained by the Contractor including primary, umbrella and excess liability regardless of the “other insurance” clause contained in either parties.

- Should any claim or demand be made, or any action brought against OMH in any way relating to this MASTER CONTRACT or its performance, CONTRACTOR agrees to render diligently to OMH, without additional compensation, any and all cooperation which OMH may require of CONTRACTOR.

5. **DEFAULT**

- a. In addition to any default which may be found at common law, CONTRACTOR shall be in default of this MASTER CONTRACT upon the happening of any of the following:
 - i. CONTRACTOR’S failure to keep, observe and perform any of the covenants, conditions or agreements contained in this MASTER CONTRACT or any conditions or limitations on the fee to the PREMISES, or any prior mortgage, or subsequent mortgage or any conditions of any of the following agreements:

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- OMH Operating AGREEMENT;
 - Prior Approval Review (PAR) application regarding this PROJECT as applicable; and
 - Operating Certificates or Certificates of Approval for the PROGRAM.
- ii. a default in the payment of any insurance premium or the assigning or delivering of the policies insuring the PROJECT against loss by fire or CONTRACTOR against general liability; or
 - iii. a substantial breach of the laws, rules and regulations of the State of New York or OMH relating to the operation of the PROGRAM after receipt of such due notice and such opportunity to cure as is provided by the governmental entity having jurisdiction over the breached law, rule or regulation, in accordance with such standards of due process as are incorporated within the procedure or process within which the substantial breach is declared; or
 - iv. a failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department possessing jurisdiction over the PREMISES within three months from the issuance thereof; or
 - v. the happening of an event that poses a substantial threat to the health and safety of the clients of the PROGRAM, or the permanent or temporary suspension or revocation or limitation of any Operating Certificate or Certificate of Approval for the PROGRAM; or
 - vi. the happening or threatening of an event constituting the waste, damage, disfigurement, injury, removal, demolition or destruction of or to any of the buildings, fixtures, chattels or articles of personal property, or any part thereof, comprising the PROJECT, unless the same are promptly replaced by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances thereon and free from any reservation of title thereto; or if the improvements on said PREMISES are not maintained in reasonably good repair; or
 - vii. the assignment of any funds due for the operation of the PROGRAM or the rents of the PREMISES or any part thereof without the written consent of OMH; or
 - viii. the filing of a petition of bankruptcy by CONTRACTOR or a receiver or trustee of the property of CONTRACTOR is appointed and not dismissed within thirty days of CONTRACTOR'S actual or constructive notice of such filing or appointment, whichever event is sooner; or the filing by CONTRACTOR of a petition for reorganization under any of the provisions of the Bankruptcy Act or of any other law, state or federal, or CONTRACTOR'S making

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an assignment for the benefit of creditors or is adjudged insolvent by any state or federal court of competent jurisdiction; or

- ix. the failure to convey title to the PREMISES or the operation of the PROGRAM as directed by the OMH; or
 - x. the failure to apply for and take all reasonable steps to qualify for a mortgage held by the Dormitory Authority of the State of New York under the Mental Health Facilities Improvement Program.
- b. In the event of such default, OMH shall provide CONTRACTOR written notice thereof by registered or certified mail. CONTRACTOR shall have thirty days from the posting of such notice to effectuate a cure. This period to cure may be extended at the sole option of OMH. If the event constituting a default is defined in paragraph 5.1(e) or (f), CONTRACTOR shall only be provided such opportunity to cure as is reasonable under the circumstances. It is agreed, upon a failure to effectuate a cure, and in addition to any other right or remedy for breach articulated herein (including but not limited to the right to terminate for cause pursuant to Section II(c)(1)(b)) or otherwise available pursuant to law, that:
- i. In addition to any other remedies or amounts due and owing by operation of any separate agreements between the parties hereto, upon a default, CONTRACTOR shall be indebted to OMH in an amount equal to:
 - (a) The amount of the State aid grant, if any, issued on behalf of CONTRACTOR, in accordance with the Application, less a pro rata credit of the amount of the State aid grant issued to CONTRACTOR for each year in which CONTRACTOR has operated the PROJECT.
 - (b) The amount of any payments on any mortgage lien, judgment, or other encumbrance upon the PROJECT, incurred by or on behalf of CONTRACTOR, which in the sole discretion of OMH, OMH is compelled to make; and
 - (c) The cost of repairs to the PREMISES, that are capital expenditures funded by OMH, as that phrase is commonly understood; and
 - (d) The reasonable value of the services provided by OMH or the State of New York, including legal services, in obtaining possession to the PREMISES and collecting the value of the State aid grant.
 - ii. OMH shall have the right to possession and occupancy of the PROJECT for the unexpired term during which CONTRACTOR has agreed to operate the PROGRAM.

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- (a) The exercise of this right will be made subject to any rights of any lienor who acquired its interest in the PROJECT upon the consent of OMH.
 - (b) This shall include the right to sublet or contract with third parties for the operation of the PROGRAM without any charge or fee due CONTRACTOR therefore.
 - (c) CONTRACTOR agrees to execute any documents and consent to any orders necessary to effectuate such possession and occupancy by OMH or its assigns.
- iii. Upon any default, the obligations of CONTRACTOR shall become a lien upon the real property of the PROJECT, junior to that of any mortgage made to secure the proceeds of a DASNY bond issuance.
- c. The provisions of this Article, numbered 5.0, shall survive the duration of this MASTER CONTRACT and shall terminate upon satisfaction of the requirements established in paragraph 3.1 of Attachment C.
 - d. The PROGRAM as it relates to this MASTER CONTRACT is defined in Attachment C.

6. IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. By entering into this contract, Contractor (or any assignee) certifies 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" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.

Additionally, Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before OMH may approve a request for Assignment of Contract.

During the term of the Contract, should OMH receive information that a person is in violation of the above- referenced certification, OMH will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then OMH shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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OMH reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Prohibited entities list prior to the award 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.

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Attachment E

Notice of Federal Interest

A grantee's property may be used to deliver services long after a grant is closed. When the Federal Government has provided funding for a substantial improvement (property construction or major renovations), or equipment, the grantee may be required to attach a lien to the property or equipment, called a Notice of Federal Interest.

In the case of Sandy SSBG funds, as required by the U.S. Department of Health & Human Services, a Notice of Federal Interest (NFI) is required for renovation and repair costs to a property or equipment purchases that are \$200,000 or greater, as well as all real property and new construction, regardless of dollar level.

A grantee receiving funds to acquire or make major renovations to a facility that is or will be sited on land not owned by the grantee must have a lease or other arrangement which protects the Federal interest in the facility and ensures the grantee's undisturbed use and possession of the facility. The lease or document evidencing another arrangement shall include provisions to protect the right of the grantee, or some other organization designated by ACF in the place of the grantee, to occupy the facility for the term of the lease or other arrangement and such other terms required by the responsible HHS official. The designation of an alternate tenant or occupant of the facility by ACF shall be subject to approval by the Lessor, which will not be withheld except for good reason, not including the willingness of another party to pay a higher rent. A grantee receiving funds for the major renovation or acquisition of a facility, on land belonging to another party, must have a land lease or other similar interest in the underlying land which is long enough to allow the (Lead State Agency) program to receive the full value of those permanent grant-supported improvements. When the equipment or facility is no longer needed for SSBG purposes; the funds can be repaid based upon the proportion of the Federal contribution to the current market value. For example, if 30% of the invested construction cost for a facility was from Federal government funds, then the Federal government should receive 30% of the fair market value of the facility at disposition. If the provider pays the Federal government its share of the fair market value in the facility at the time of a sale or other disposition, there is no question of interest or penalties on the amount.

Contract Number:

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Notice of Federal Interest

On (insert date), the (insert lead state agency) awarded Contract No. (insert number) to (insert name of recipient) with funding provided by the U.S. Department of Health and Human Services(HHS), Administration for Children and Families(ACF), Office of Community Services(OCS). The grant provides funds for (describe purpose of grant, e.g., acquisition of equipment, reconstruction), which is located on the land described below in (insert) County, State of New York:

(Insert detailed description of equipment or legal description of property)

The Notice of Award for this grant includes conditions on use of the aforementioned equipment and/or property and provides for a continuing Federal interest in the equipment and/or property. Specifically, the equipment and/or property may not be (1) used for any purpose inconsistent with the statute and any program regulations governing the award under which the equipment and/or property was acquired; (2) mortgaged or otherwise used as collateral without the written permission of (insert lead state agency) and the Secretary, Department of Health and Human Services (HHS) or designee; or (3) sold or transferred to another party without the written permission of the (insert lead state agency) and the Secretary, HHS, or designee. These conditions are in accordance with the statutory provisions set forth in 42 U.S.C. § 1397 et seq., , the regulatory provisions of the program set forth in 45 CFR Part 96, and the other terms and conditions of award.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be provided to the (insert lead state agency) and the Secretary, HHS, or designee.

Equipment/Property Owner Signature: _____

Typed Name: _____

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to

me known, who being by me duly sworn, did depose and say that he/she resides at

_____, that he/she is the equipment/property owner described herein which executed

the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor

named on the face page of this Master Contract.

(Notary) _____

A copy of this document will be on file with Administration for Children and Families, Division of Mandatory Grants, 370 L'Enfant Promenad

Contract Number: