

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

**Invitation for Bids
IFB #2024-01
Forms Production and Delivery
Issued: October 17, 2024**

Proposals Due: December 5, 2024

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I. Calendar of Events

| Forms Production and Delivery IFB (2024-01) Calendar of Events | |
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| Event | Date |
| Issuance of Invitation for Bids | October 17, 2024. |
| Optional Offeror's Conference | November 7, 2024, 2:00 p.m. E.T. |
| Deadline for Submission of Written Questions | November 13, 2024, 3:00 p.m. E.T. |
| Responses to Written Questions Posted (on or about) | November 20, 2024. |
| Deadline for Submission of Proposals | December 5, 2024, 3:00 p.m. E.T. |
| <i>Anticipated</i> Notification of Award | TBD |
| <i>Anticipated</i> Approval of Contract | TBD |
| <i>Anticipated</i> Commencement of Work | April 1, 2025. |

II. General Description of Services and Definitions

Refer to Appendix G "Glossary" and Appendix B, Section 2 for definitions of terms used in this IFB.

A. OTDA Overview

The Office of Temporary and Disability Assistance (OTDA) is responsible for supervising programs that provide assistance and support to eligible families and individuals.

OTDA's functions include: providing temporary cash assistance; providing assistance in paying for food; providing heating assistance; overseeing New York State's Child Support Program; determining certain aspects of eligibility for Social Security Disability benefits; supervising homeless housing and services programs; and providing assistance to certain immigrant populations.

B. Scope of Services

Through this Invitation for Bids ("IFB"), the Office of Temporary and Disability Assistance ("OTDA") of the State of New York ("State") is seeking competitive proposals

from qualified vendors to provide “Forms Production and Delivery” services. Up to three (3) contracts will result from this IFB, one for each Lot. Offerors must be able to provide the requested forms described below for each Lot being bid upon.

- Lot 1: Dry Snap Books
- Lot 2: Carbonless Snap Set Forms
- Lot 3: Continuous Pinfeed Forms

The Contractor(s) must be able to print, assemble, and deliver the forms. The Services are detailed in Appendix W (Scope of Work).

C. Minimum Mandatory Requirements

Offerors must meet the following Minimum Mandatory Requirements for each lot bid:

1. The Offeror shall certify in Appendix C that it has performed in continuous operation for at least the past three (3) years the type of services as described in Appendix W.
2. The Offeror shall certify in Appendix C that its entity has fulfilled services similar in projected volume and frequency, as identified in Appendix P, to the services required herein. This requirement can be met through one or more previous contracts if the size and scope of multiple contracts were performed concurrently.

Failure to meet a Minimum Mandatory Requirement or any other requirement in the IFB deemed material by OTDA shall result in a non-responsive Proposal which will be disqualified.

D. Offerors’ Conference

OTDA will convene an Offerors’ Conference via WebEx and teleconference at the time and date specified in Section I (Calendar of Events). Parties interested in attending the Offerors’ Conference should submit their request to attend by email to procurements@otda.ny.gov no later than 5:00 pm ET at least three (3) calendar days prior to the date of the Offerors’ Conference. The email should include the following:

1. Name of Organization,
2. Contact information of up to two (2) participating representatives (names, titles, addresses, phone numbers, and email addresses)

The agenda to the Offerors’ Conference will be emailed to all Offerors that have signed up for the Offerors’ Conference confirming the date, time, and login information prior to the Offerors’ Conference.

The State of New York is committed to assuring equal opportunity for persons with disabilities. To this end, it is OTDA policy to provide reasonable accommodation in all activities, programs and services. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of OTDA should contact the Bureau of Contract Management, through any of the designated contacts listed herein, as soon as possible but no later than 48 hours before the scheduled event.

E. Important Information

This IFB outlines the terms and conditions, and all applicable information required for submission of a Proposal. Offerors should pay strict attention to the Deadline for Submission of Proposals (Section I Calendar of Events) to prevent disqualification. To ensure compliance with these requirements and to prevent possible disqualification, Offerors should follow the format and instructions contained in this IFB.

The Offeror is required to review Appendix A (Standard Clauses for NYS Contracts). Appendix A contains important information related to the Contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the Contract entered into between OTDA and the successful Offeror. By submitting a response to the IFB, the Offeror agrees to comply with all the provisions of Appendix A.

The Offeror is also required to review Appendix B (OTDA Terms and Conditions), Appendix B-1 (OTDA Security and Confidentiality Terms), and Appendix T (Draft Contract Agreement) as it must be willing to enter into an Agreement which includes the material terms of Appendix B, B-1, and T should it be selected for Contract award.

F. Term of the Agreement

The term of the Agreement will be for a period of 5 years beginning on 4/1/2025 or the date of final required approval by the Office of the State Comptroller (OSC), whichever is earlier.

Upon written request, pricing shall be subject to an increase or decrease consistent with the percentage change in the Consumer Price Index (CPI-U) for the twelve (12) month period ending 3 months prior to the expiration date (for example, a Contract ending in March, the lookback period shall be the preceding 12 months of January-December). Such adjustments will be limited to no more than 3% per contract year. CPI-U means the annual rate of increase in the US City Average Index for all urban consumers (CPI-U) for the category of all items before seasonal adjustments, as reported by the U.S. Department of Labor, Bureau of Labor Statistics.

III. Administrative Information

Procurement documents may, from time to time, be amended or addenda issued by OTDA. It is the Offeror's responsibility to become aware of any such amendments and/or addenda prior to submission of a Proposal. All amendments and/or addenda to procurement documents will be posted to the OTDA website at www.OTDA.ny.gov/contracts/procurement-bid.asp. Only the OTDA website will contain all amendments and/or addenda to the procurement documents, including the Responses to Written Questions. Offerors should periodically review the OTDA website prior to submission of a Proposal to ensure that they have all information required to submit a complete and responsive Proposal.

A. Restrictions on Communication during the Procurement Process

Offerors are restricted from making oral, written or electronic contacts with OTDA employees under circumstances where a reasonable person would infer that the communication was intended to influence the procurement, e.g., an attempt to influence

OTDA to award a bid to a particular Offeror (a "Contact"), other than to the Point of Contacts (POC) as designated below. This prohibition on communications begins on the release date of this IFB until the resultant Contract is approved by the Office of the New York State Comptroller's (OSC's) (the "Restricted Period").

The primary POC for this procurement is:

Stacey Johnson
NYS Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street, Suite 12D
Albany, New York 12243
(518) 486-6352
Email Address: procurements@otda.ny.gov

Other permissible POCs for this procurement are:

Cynthia McGrath
NYS Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street, Suite 12D
Albany, New York 12243
Phone: (518) 486-6352
Email Address: procurements@otda.ny.gov

Michael Hedges
NYS Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street, Suite 12D
Albany, New York 12243
Phone (518) 486-6352
Email Address: procurements@otda.ny.gov

Wallis Howe-Rosenzweig
NYS Office of Temporary and Disability Assistance
Minority and Woman Owned Business Unit
40 North Pearl Street, Suite 12D
Albany, New York 12243
Phone (518) 486-6352
Email Address: procurements@otda.ny.gov

The following communications with OTDA staff are permissible, and are therefore not deemed impermissible Contacts during the Restricted Period:

- The submission of a written Proposal in response to this IFB
- The participation in any conference or presentation required under the IFB
- The submission of Questions as permitted under the IFB
- Complaints filed by an Offeror to OTDA's Counsel's Office stating that the designated POC has failed to respond in a timely manner (any such complaints should be addressed to: General Counsel, 40 North Pearl Street, 16C, Albany, New York 12243)

- Negotiations following tentative award
- Debriefings with Offerors who are not award recipients
- The filing of a bid protest or appeal

OTDA employees, other than a designated POC listed above, who are contacted by an Offeror are required to obtain and record certain information that will be referred to the POC for inclusion in the procurement record. Impermissible Contacts that are knowingly or willfully made could result in a finding of non-responsibility against the Offeror. Such a finding can result in a rejection of a Contract award and, in the event of two such findings within a four (4) year period, the Offeror would become debarred from obtaining New York State contracts. Further information about these requirements can be found at the following link: <https://ogs.ny.gov/acpl>.

The Procurement Lobbying Act also requires that every procurement over \$15,000 include a certification by the Offeror that all information provided to the agency is complete, true, and accurate with regard to prior non-responsibility determinations within the past four (4) years based on (i) impermissible Contacts or other violations of State Finance Law Section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity. See Appendix E (Administrative Forms) for Offeror Disclosure of Prior Non-Responsibility Determinations Forms, which MUST be included with Offeror's proposal.

The State reserves the right to terminate the award resulting from this procurement in the event it is found that the certification filed by the awarded Offeror in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, The State may exercise its termination right by providing written notification to the award recipient.

B. Questions

There will be an opportunity for submission of written questions and requests for clarification with regard to this IFB. All questions and requests for clarification of this IFB should cite the particular IFB Section and paragraph number where applicable and must be submitted using Appendix Q – Question Submission Form, via email to: procurements@otda.ny.gov, no later than the Deadline for Submission of Written Questions as specified in Section I (Calendar of Events). Questions received after the deadline may not be answered.

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, then it shall notify OTDA of such error in the form of a written question, and request clarification or modification thereto.

The comprehensive list of questions and responses by OTDA will be posted to the OTDA website and notice of such posting will be distributed by email to all Offerors known to OTDA on the date specified in Section I (Calendar of Events). This listing will not include the identities of the Offerors submitting the questions; those Offerors will remain anonymous to the extent allowed by law.

C. Right to Modify IFB

OTDA reserves the right to modify any part of this IFB, including but not limited to, the date and time by which Proposals must be submitted and received by OTDA, at any time prior to the Deadline for Submission of Proposals listed in Section I (Calendar of Events). Modifications to this IFB shall be made by issuance of amendments and/or addenda which will be posted on OTDA's website at <https://otda.ny.gov/contracts/procurement-bid.asp>.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications to the IFB, as deemed necessary by OTDA, will be posted to the OTDA website and subsequent email notification will be provided to all potential Offerors known to OTDA. OTDA also reserves the right to cancel this IFB, in whole or in part, and to reject any and all Proposals.

D. Minority & Woman-Owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) Participation Requirements

Contractor Requirements and Procedures for Participation by New York State-Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunity for Minority Group Members and Women and Workforce Utilization Reporting

New York State Law and New York State Executive Order

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, OTDA is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OTDA contracts. Executive Order No. 162, signed by former Governor Andrew M. Cuomo and continued by Executive Order No. 6 signed by Governor Kathy Hochul, requires OTDA to monitor and submit Workforce Utilization Reports associated with Contractors performing work in New York State.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, OTDA hereby establishes an overall goal of **10%** for MWBE participation, **5%** for New York State-certified Minority-owned Business Enterprise ("MBE") participation and **5%** for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this IFB, the respondent agrees that OTDA may withhold payment pursuant to any Contract awarded as a result of this IFB pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how OTDA will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract]

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this IFB, such finding constitutes a breach of contract and OTDA may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Contract’s program manager at OTDA.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OTDA for review and approval.
OTDA will review the submitted MWBE Utilization Plan and advise the respondent of OTDA acceptance or issue a notice of deficiency within 30 days of receipt.
- If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OTDA a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OTDA to be inadequate, OTDA shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
OTDA may disqualify a respondent as being non-responsive under the following circumstances:

- If a respondent fails to submit an MWBE Utilization Plan;
- If a respondent fails to submit a written remedy to a notice of deficiency;
- If a respondent fails to submit a request for waiver; or
- If OTDA determines that the respondent has failed to document good faith efforts.
- The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OTDA but must be made no later than prior to the submission of a request for final payment on the Contract.
- The successful respondent will be required to submit a quarterly MWBE Contractor Compliance & Payment Report to OTDA, by the 7th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity and Workforce Utilization Reporting Requirements

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of [Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women OR Authority equivalent to Appendix A]. The respondent is required to ensure that it and any subcontractors awarded a subcontract 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 respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form OTDA-4970, to OTDA with its bid or proposal.

If awarded a Contract, respondent shall submit form OTDA-4971 Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by OTDA on a QUARTERLY basis during the term of the Contract. The Workforce Utilization Report will include demographic information and the job title and aggregate salary information of employees by race and sex that perform work under each Occupation Classification in accordance with Executive Order 162 guidelines and reporting instructions.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the

Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

E. Service-Disabled Veteran-Owned Business Enterprises (SDVOB) in State Contracting

1. OTDA is in full accord with the aims and efforts of the State of New York to promote Service-Disabled Veteran-Owned Businesses (SDVOBs), as enacted in 2014 by Article 17-B of the Executive Law. This Law acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, Offerors to this Solicitation are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the resulting contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>.
2. Offerors are strongly encouraged, to the maximum extent practical and consistent with legal requirements of the State Finance Law, the Executive Law and any implementing regulations, to use responsible and responsive NYS certified SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Prospective awardees to this Solicitation are subject to the provisions of Executive Law Article 17-B and the regulations (9 NYCRR Part 252) issued thereunder. Offerors are reminded that they must continue to utilize small, and minority and women-owned businesses (MWBs), consistent with current State law (Executive Law Article 15-A).
3. Offerors will complete, Appendix Y, Service-Disabled Veteran-Owned Businesses (SDVOBs) Utilization Plan (Form SDVOB-100), to demonstrate their proposed utilization of NYS certified SDVOBs as part of their bid/proposal. OTDA has set a goal for SDVOB utilization for this procurement at **6%**.
4. The successful Offeror/Contractor will report on the *actual* participation by each SDVOB during the term of the contract to OTDA on a quarterly basis according to policies and procedures to be set by OTDA.
5. **NOTE:** Information about SDVOB certification and set asides for SDVOB participation in public procurement can be found at: <https://ogs.ny.gov/veterans>, which provides certification information and guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

F. Travel

Travel time and travel expenses are NOT reimbursable under this contract.

G. Subcontracting

It is OTDA's intention to contract with a single prime contractor for the provisions of services outlined in this IFB. In the event that the Contractor utilizes Subcontractors to perform any required services pursuant to the Agreement resulting from this IFB, OTDA shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all Subcontractors of the Contractor prior to their performance of services.

The Contractor shall require all proposed subcontractors to complete such Appendices included in this IFB as are deemed necessary by OTDA prior to any such proposed Subcontractor's services under the Agreement resulting from this IFB. The Contractor acknowledges that this requirement is ongoing for the term of the Agreement, and the Contractor shall be required to disclose to OTDA its intention to enter into any subcontracts for the performance of any Services under the Agreement.

Failure to disclose the identity of any and all Subcontractors used by the Contractor together with a detailed description of their responsibilities may, at the sole discretion of OTDA, result in disqualification of the Subcontractor or termination of the Agreement resulting from this IFB. The Subcontractor and Supplier Identification form can be found in Appendix E (Administrative Forms).

H. State Ethics Law Provision

The Offeror and its Subcontractors shall not engage or employ any person who is, or has been at any time, in the employ of the State, to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Commission on Ethics and Lobbying in Government, or its predecessors (collectively, the "Ethics Requirements") as they may be amended from time to time. The Offeror shall certify that all its employees and those of its Subcontractors who are former employees of the State, and who are assigned to perform services under this Agreement, shall be assigned in accordance with all Ethics Requirements. During the term of the Agreement, no person who is employed by the Offeror or its Subcontractors, and who is disqualified from providing services under the Agreement, resulting from this IFB pursuant to any Ethics Requirements, may share in any net revenues of the Offeror or its Subcontractors derived from the Agreement resulting from this Solicitation. The Offeror shall identify and provide OTDA with notice of those employees of the Offeror, and its Subcontractors, who are former employees of the State that will be assigned to perform services under the Agreement, and make sure that such employees comply with all applicable laws and prohibitions. OTDA may request that the Offeror provide it with whatever information OTDA deems appropriate about each such person's engagement, work cooperatively with OTDA to solicit advice from the New York State Commission on Ethic and Lobbying in Government, and, if deemed appropriate by OTDA, instruct any such person to seek the opinion of the New York State Commission on Ethics and Lobbying in Government. OTDA shall have the

right to withdraw or withhold approval of any subcontract if utilizing such Subcontractor for any work performed hereunder would conflict with any of the Ethics Requirements. OTDA shall have the right to terminate the Agreement, resulting from this solicitation at any time if any work performed hereunder conflicts with any of the Ethics Requirements.

By submitting a Proposal to this IFB, the person signing the Proposal certifies, for and on behalf of the Offeror, that:

1. The person has read and understands the provisions applicable to post-employment restrictions affecting former State officers and employees, found at:
<https://ethics.ny.gov/sites/g/files/oeel1281/files/documents/2017/09/public-officers-law-73.pdf>
 - a. Public Officers Law § 73(8)(a)(i), (the two-year bar); and
 - b. Public Officers Law § 73(8)(a)(ii), (the lifetime bar);
2. Submission of this Proposal does not violate either provision;
3. The person is familiar with the Bidder's employees, and its agents;
4. No violation shall occur by entering into a Contract or in performance of the contractual services;
5. This certification is material to the Proposal; and
6. The person understands that OTDA intends to rely on this certification.

The Offeror shall fully disclose to OTDA, within its Proposal and on a continuing basis, any circumstances that could affect its ability to comply with the cited laws and ethics requirements. Offerors shall address any questions concerning these provisions to:

New York State
Commission on Ethics and Lobbying in Government
540 Broadway
Albany, NY 12207
Telephone #: (518) 408-3976

I. State Finance Law Consultant Disclosure Provisions

Pursuant to New York State Finance Law § 163(4)(g), State agencies must require all contractors, including Subcontractors, that provide “consulting services” for State purposes pursuant to a contract to submit an annual employment report for each such contract. Such report shall include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

The Contractor selected as a result of this procurement will be required to submit Form A, titled “New York State Consultant Services Contractor’s Planned Employment,” prior to contract approval and Form B, titled “New York State Consultant Services

Contractor's Annual Employment Report," on an annual basis. OTDA has provided the appropriate forms in Appendix E.

J. Executive Order No. 4 signed by former Governor David A. Paterson, "Establishing a State Green Procurement and Agency Sustainability Program" printing requirements. Most recently continued by Executive Order No. 6 signed by Governor Kathy Hochul on October 8, 2021.

Contractors are encouraged to use 100% post-consumer recycled content to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging. Where paper with 100% post-consumer recycled content is not available, or does not meet required form, function and utility, paper shall use post-consumer recycled content to the extent practicable. Non-recycled content shall be derived from a sustainably managed renewable resource to the extent practicable, unless the cost of the product is not competitive.

All contracts for printing shall, to the maximum extent practicable, require the use of water-based or vegetable based lithographic ink, which will reduce the amount of Volatile Organic Compounds released into the environment. In accordance with Article 2, section 7-a of the New York State Printing and Public Documents law, unless it is determined that the cost of printing with vegetable-based ink is significantly greater than the cost of printing with petroleum-based ink, all lithographic inks used in the production of New York State printing requirements shall contain the following minimum percentages of vegetable oil: news inks 40%; sheet fed inks 20%; forms inks 20%; heat set inks 10%.

IV. Bid Format and Content

The following sets forth the required format and information to be provided by each Offeror in its Proposal. Offerors responding to this IFB must satisfy all material requirements stated in this IFB. All Offerors are required to submit complete bid Proposals. A Proposal that is incomplete in any material respect will be deemed non-responsive.

OTDA will not be responsible for expenses incurred in preparing and submitting the Bid Proposals. Such costs must NOT be included in the Proposal.

A. Administrative Proposal

The Administrative Proposal should contain all requirements listed below. A Proposal that is incomplete in any material respect will be deemed non-responsive. The information requested should be provided in the prescribed format. Proposals that do not follow the prescribed format may be deemed non-responsive. OTDA reserves the right to waive any non-material requirement solely at the agency's discretion. Offerors wishing to bid upon more than one lot must submit a separate Administrative Proposal for each lot bid upon.

1. Please provide the forms in Appendix C (Offeror's Certified Statements) and Appendix E (Administrative Forms), in the same order in which they are requested as follows:

- a. Appendix C - Offeror's Certified Statements, which includes information regarding the Offeror. Appendix C must be signed by an individual authorized to bind the Offeror contractually. Please indicate the title or position that the signer holds with the Offeror. OTDA reserves the right to reject a Proposal which fails to comply with Appendix C.
- b. Appendix E – Administrative Forms:
 - i. Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia – EO 16 Certification
 - ii. MacBride Fair Employment Principle
 - iii. Prohibiting Contracts with Entities that Support Discrimination – EO 177 Certification
 - iv. Sexual Harassment Prevention Certification – State Finance Law §139-l
 - v. Non-Collusive Bidding
 - vi. Offeror disclosure of Non-Responsibility Determinations
 - vii. Procurement Lobbying Act Offeror's Certification of Affirmation of Understanding and Agreement pursuant to State Finance Law §§ 139-j and 139-k
 - viii. Contractor's Certification/Acknowledgement/Understanding
 - ix. Offeror Assurance of No Conflict of Interest or Detrimental Effect
 - x. Subcontractor and Supplier ID Form
- c. Appendix Y - Service Disabled Veteran-Owned Business Participation Form SDVOB-100 (SDVOB Utilization Plan). SDVOB forms can be found in Appendix E (Administrative Forms).

Note: Offerors may apply for a partial or total waiver of SDVOB participation requirements by submitting form SDVOB-200 (Application for Waiver of SDVOB Participation Goal) and including all required documentation. Waivers will be granted only when the Offeror cannot, after a good faith effort, comply with the SDVOB participation requirements set forth under this procurement.

- d. Appendix Z - MWBE Participation Requirements Forms. Offerors are required to comply with MWBE participation requirements as stated in Section III.D of this IFB. As part of your proposal, submit the following documents, as appropriate. These documents can be found at:
<https://otda.ny.gov/contracts/mwbe/forms.asp>.
 - i. Form OTDA-4970 (Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement) as described in Clause 12 of Appendix A – Standard Clauses for NYS Contracts
 - ii. Form OTDA-4934 (Staffing Plan)
 - iii. Form OTDA-4937 (MWBE Utilization Plan)
 - iv. Form OTDA-4938 (MWBE Subcontractors and Suppliers Letter of Intent to Participate)
 - v. Form OTDA-4976 (MWBE Goal Requirements Certification of Good Faith Efforts)

Note: Offerors may apply for a partial or total waiver of MWBE participation requirements by submitting Form OTDA-4969 (Request for Waiver Form) and including all required documentation. Waivers will be granted only when the Offeror cannot, after a good faith effort, comply with the MWBE participation requirements set forth under this procurement.

2. Vendor Responsibility Questionnaire

Offerors must complete, certify, and file a New York State Vendor Responsibility Questionnaire. OTDA recommends that Bidders 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 at [The VendRep System | Office of the New York State Comptroller](#) or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us>.

Bidders 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 OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website: www.osc.state.ny.us/vendrep

3. If selected for contract award, Offerors will be required to submit further information as set forth below. While the following information is not required until notification of selection of award, Offerors are encouraged to submit these forms with their Administrative Proposal.
 - a. ST-220 CA, Sales and Compensating Use Tax Certification (See [Form ST-220-CA:12/11: Contractor Certification to Covered Agency, st220ca \(ny.gov\)](#))
 - b. Insurance Documentation, including Workers' Compensation and Disability Benefits (See Appendix I)

B. Financial Proposal

Submit a completed and signed Appendix P – Pricing Schedule in Excel and PDF format. Failure to comply with the mandatory format and content requirements may result in disqualification.

C. Freedom of Information Law – Proprietary Information and Trade Secrets

Offerors acknowledge that all proposals submitted to OTDA become the property of OTDA and may be subject to disclosure pursuant the State's Freedom of Information Law, as described in Section 4 of Appendix B.

V. Bid Submission

To be considered responsive, the Offeror must submit a complete response to this IFB in conformance with the format and content requirements set forth herein. A Proposal that does not provide all the information requested may be deemed non-responsive.

All proposals must be submitted in hard copy and on compact disc (see item 3. below) and received by the date and time indicated for Deadline for Submission of Proposals

as specified in Section I (Calendar of Events). Proposals received after the Deadline for Submission of Proposals may be deemed non-responsive.

Proposals must be clearly labeled, sealed, and submitted by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.), or by hand as noted below. Offeror should include their name and address, and send to:

**Office of Temporary Disability Assistance (IFB #2024-01)
Attention: Bureau of Contract Management
12th Floor Section D
40 North Pearl Street
Albany, NY 12243**

If multiple packages or boxes are used to transmit the proposal, they should be labeled "box 1 of x", "box 2 of x", etc.

Due to security procedures at 40 North Pearl Street, when proposals are hand-delivered to OTDA, such proposals must first be taken to the Security Desk during OTDA's normal hours, which are Monday through Friday, from 8:00 a.m. to 5:00 p.m. ET.

Offeror's must provide the name of the POC listed in Section III.A. and phone number (518) 486-6352 to the Security Staff. Offerors should allow extra time to comply with security procedures in effect at 40 North Pearl Street when hand delivering a Proposal or using deliveries by independent courier services. Offerors must provide identification to the security guard(s) for inspection. Offerors assume all risk for timely, properly submitted proposals. **Submission of Proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.**

An Offeror may withdraw a Proposal at any time prior to the Deadline for Submission of Proposals specified in Section I, Calendar of Events. Requests to withdraw a proposal must be sent in writing to the Primary point of contact listed in Section III.A. of this IFB and signed by authorized agent of the Offeror. The Proposal may thereafter be resubmitted, but not after the Deadline for Submission of Proposals specified in Section I, Calendar of Events. Modifications to a Proposal offered in any other manner, oral or written, will not be considered.

A. Submission of Administrative and Financial Proposals

Each Offeror must submit SEALED AND LABELED Administrative and Financial Proposals, as follows:

1. For the Administrative Proposal:

Submit TWO originals, not copies, with original signatures.

2. For the Financial Proposal:

Submit TWO originals, not copies, with original signatures.

3. For EACH of the Administrative and Financial Proposals:

Submit TWO labelled copies of EACH of the Administrative and Financial Proposals on SEPARATE CDs; an acceptable format is unlocked Adobe PDF for

the Administrative and both unlocked Adobe and Excel formats for the Financial Proposal. The CD copies of EACH of the Administrative and Financial Proposals should be identical copies of the original documents, including signatures, and should be in one file on each CD.

Submit each of the complete Administrative and Financial Proposals in its own separate sealed and labeled package. Each sealed and labeled package may be placed in a larger box or package when submitted to OTDA.

Clearly mark the outside envelope of your sealed Proposals, the original, each copy, and CD as “IFB# 2024-01 (Forms Production and Delivery IFB) – (Administrative) or (Financial) Proposal submitted by (Offeror’s name).”

VI. Evaluation Process/Criteria

A. General Information

At the discretion of the OTDA, all bids may be rejected. OTDA will award the contract to the responsible and responsive Offeror who submits the lowest total bid.

Bids that do not meet the minimum qualifications will not be considered for award.

Once an Offeror is selected, OTDA will issue an Agreement to the vendor. In order to be considered responsible and responsive, the bid must include all Invitation for Bid (IFB) required documents and meet the minimum qualifications as stated in the IFB.

Offerors may be requested, by OTDA, to clarify the contents of their bids. Other than to provide such information as may be requested by OTDA, no Offeror will be allowed to alter its bid after the Deadline for Submission of Proposals listed in Section I Calendar of Events.

B. Submission Review

OTDA will examine all Proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section IV (Bid Format and Content) and Section V (Bid Submission), and include the proper documentation, including all documentation required for the Administrative Proposal, as stated in this IFB. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of OTDA, may be deemed non-responsive.

C. Review Responsiveness and Responsibility of Apparent Low Bid

The lowest priced bid submission will be further evaluated to determine responsiveness and responsibility of the Offeror. OTDA will verify that:

1. the winning bid is responsive by meeting all mandatory requirements and specifications of the IFB; and
2. the winning bidder is responsible.

If the apparent low bidder is not found to be responsive or responsible, the bid must be rejected and the next lowest price bid must be reviewed. OTDA will provide written

notice to an apparent low bidder who is being rejected as non-responsive or non-responsible, with an opportunity for the Offeror to rebut the concerns in writing.

VII. Method of Award

The award shall be made on the basis of lowest price among responsible and responsive offers (State Finance Law §163(3)(a)(ii)).

In the event of a tie, the determining factor(s) for award, in descending order of importance, will be:

- The tied bidders will be given the opportunity to provide their best and final bid price to OTDA, and after evaluation of these revised bids, the award will then be made to the lowest bidder.
- MWBE/SDVOB Utilization

A. Award Recommendation and Agreement

The Evaluation Committee will submit a recommendation for award to the responsible and responsive Offeror with the lowest total bid.

OTDA will notify the awarded Offeror, and Offerors not awarded. The awarded Offeror will enter into a written Agreement as set forth in Appendix T, which includes the terms and condition in Appendix A, Appendix B, and Appendix B-1. The Agreement is intended to incorporate all the documents comprising the Contract between OTDA and the Contractor. The resultant Agreement shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the New York State Comptroller.

VIII. Appendices

The following Appendices are incorporated by reference in the IFB:

Appendix A Standard Clauses for New York State Contracts
Appendix B OTDA Terms and Conditions
Appendix B-1 OTDA Security and Confidentiality Terms
Appendix C Offeror's Certified Statements
Appendix E Administrative Forms
Appendix G Glossary
Appendix I New York State Insurance Requirements
Appendix O Service Levels and Performance Standards
Appendix P Pricing Schedule
Appendix Q Question Submission Form
Appendix T Draft Contract Agreement
Appendix W Scope of Work
Appendix Y Service-Disabled Veteran-Owned Business Enterprises Requirements
Appendix Z Minority and Women-Owned Business Enterprise (MWBE) Equal Opportunity (EEO) Participation and Workforce Utilization Requirements

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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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, licenser, 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, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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, citizenship or immigration status, 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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

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 May 2023, 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 899-bb and State Technology Law § 208).

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”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

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.

APPENDIX B

OTDA Terms and Conditions

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The Terms and Conditions set forth in this APPENDIX B are made part of the Agreement between OTDA and the Contractor.

GENERAL

1. ETHICS COMPLIANCE

All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

Contractors, consultants, vendors, and subcontractors may hire former State agency, OTDA or State authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of OTDA may neither appear nor practice before OTDA, nor receive compensation for services rendered on a matter before OTDA, for a period of two years following their separation from OTDA service. In addition, former State and OTDA employees are subject to a "lifetime bar" from appearing before OTDA or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the State or OTDA. The Offeror shall identify and provide OTDA with notice of any/all employees of the Offeror and its subcontractors who are former employees of the State, who will be assigned to perform services under an Agreement, resulting from this Solicitation, by completing the Offeror's Disclosure of Former State Employees form included in (APPENDIX E), as part of their bid proposal.

2. DEFINITIONS

Terms used in the Agreement shall have the following meanings:

- a. ADMINISTRATIVE PROPOSAL** means the administrative portion of an Offeror's Proposal.
- b. ATTORNEY GENERAL** or **AG** means the Attorney General of the State of New York.
- c. BID** or **PROPOSAL** means a response to the Solicitation submitted by a Bidder to provide Products.
- d. BID SPECIFICATIONS** means a written description drafted by OTDA setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work.
- e. BIDDER, OFFEROR, or PROPOSER** means any person or entity who submits a Bid in response to the Solicitation. At the time that a Bidder executes a Contract with OTDA, the Bidder shall become a "Contractor."
- f. SPECIFICATIONS** mean the terms and conditions set forth in the negotiated Agreement and associated documents.
- g. BUSINESS DAY** means any day which is neither a Saturday, Sunday, nor an official New York State or federal holiday.

- h. **CONTRACT** or **AGREEMENT** means the writings that contain the agreement of OTDA and the Contractor setting forth the total legal obligation between the parties as determined by applicable laws and regulations.
- i. **CONTRACT APPROVAL DATE** means the date upon which OSC approves the Contract.
- j. **CONTRACT TERM** or **TERM** means the period beginning on the date OSC approves the Contract and ending on the date the Contract expires or terminates, unless otherwise specified in the Solicitation.
- k. **CONTRACTOR** means the successful Bidder to whom a Contract has been awarded by OTDA.
- l. **COMMODITIES** means material goods, supplies, products, construction items or other standard articles of commerce (other than technology) that are the subject of any purchase or exchange.
- m. **DOCUMENTATION** means the complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable OTDA to properly test, install, operate and enjoy full use of the Product.
- n. **FINANCIAL PROPOSAL** means the financial portion of a Proposal.
- o. **INVITATION FOR BIDS** or **IFB** means a type of Solicitation that is most typically used for procurements where requirements can be stated, and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.
- p. **OSC** means the Office of the Comptroller of New York State.
- q. **OTDA** means the New York State Office of Temporary and Disability Assistance.
- r. **PRODUCT(S)** means items or deliverables under a Solicitation or Contract which may include commodities, services and/or technology, as applicable.
- s. **REQUEST FOR PROPOSALS** or **RFP** means a type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on “best value,” as defined by the State Finance Law, to one or more responsive and responsible Bidders, and as identified more specifically in the RFP issued herein (if any).
- t. **REQUEST FOR QUOTATION** or **RFQ** means a procurement method that can be used in situations such as single source, or emergency purchases.
- u. **RESPONSIBLE BIDDER** means a Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by OTDA. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.
- v. **RESPONSIVE BIDDER** means a Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by OTDA.
- w. **SERVICES** means the performance of a task or tasks as described in the Agreement.
- x. **SINGLE SOURCE** means a procurement where two or more Bidders can supply the required Product, and OTDA may award the contract to one Bidder over the other.

- y. **SITE** means the location (street address) where Product will be delivered or executed.
- z. **SOLE SOURCE** means a procurement where only one Bidder is capable of supplying the required Product.
- aa. **SOLICITATION** means writings by OTDA setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to APPENDIX A (Standard Clauses for NYS Contracts), APPENDIX B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified in the Contract.
- bb. **STATE** means the State of New York.
- cc. **SUBCONTRACTOR** means any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of the Contract with the Contractor.
- dd. **SUBMISSION DATE** means the date on which Proposals are due to OTDA.
- ee. **TECHNICAL PROPOSAL** means the technical portion of a Bidder's Bid Proposal.
- ff. **TECHNOLOGY** means a good, either new or used, or service, or a combination thereof, that results in a technical method of achieving a practical purpose or in improvements in productivity. Procurements of technology are conducted in the same manner as are procurements of services.

BID SUBMISSION

3. BID SUBMISSION

- a. **BIDDING** All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US\$). Any Bids submitted which do not meet the above criteria may be rejected.
- b. **BID OPENING** Bids may, as applicable, be opened publicly. OTDA reserves the right at any time to postpone or cancel a scheduled Bid opening.
- c. **LATE BIDS** Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in OTDA's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of OTDA that the Late Bid was caused solely by factors outside the control of the Bidder. Furthermore, OTDA may choose to accept a Late Bid if OTDA determines, in its sole discretion, that doing so is in the best interests of the State. However, in no event shall OTDA be under any obligation to accept a Late Bid.

4. FREEDOM OF INFORMATION LAW

All Proposals shall become the property of OTDA and may be disclosed or used by OTDA to the extent permitted by law. OTDA may disclose a Proposal to any person for the purpose of assisting in

evaluating the Proposal or for any other lawful purpose. Information in Proposals relating to Offeror price submissions, including commercial, book or list pricing, applicable discounts or final bid price and like information, shall not be entitled to confidentiality protection whether or not submitted or designated as proprietary to Offeror. All proposals will become State agency records, which will be available to the public in accordance with the Freedom on Information Law. ***Any portion of its Proposal that an Offeror believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal.*** If OTDA agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material will be deemed a waiver of any right to confidential handling of such material. OTDA's determination of whether the Offeror's claim of proprietary status of the designated information should be granted will be predicated in large measure upon the Offeror's written statement of the necessity for the exemption. Therefore, while not required, Offerors are advised to submit their written statements of the necessity for the claimed proprietary information exceptions at the time of the submission of their Proposals.

5. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, then this Section shall apply:

- a. PREVAILING WAGE RATE APPLICABLE TO BIDS** A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. ***Bids that fail to comply with this requirement will be disqualified.***
- b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM** The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.
- c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS** In compliance with Article 8, Section 220 of the New York State Labor Law:
 - i. Posting** The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
 - ii. Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in

the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only

Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to OTDA issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Day's Labor No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than 5 calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

d. ARTICLE 9 BUILDING SERVICES CONTRACTS In compliance with Article 9, Section 230 of the New York State Labor Law:

i. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

ii. Overtime Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

6. TAXES

- a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.
- b. Purchases made by the State of New York are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency, or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law.

7. EXPENSES PRIOR TO CONTRACT EXECUTION

OTDA is not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid.

8. PRODUCT REFERENCES

- a. **"Or Equal"** In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive,

unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. OTDA's decision as to acceptance of the Product as equal shall be final.

- b. Discrepancies in References** In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

9. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS

Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

10. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS

Bids offering Products that are manufactured or produced in public institutions will be rejected.

11. PRICING

- a. Unit Pricing** If required by the Solicitation, the Bidder should insert the price per unit specified, for each item unless otherwise specified in the Solicitation.
- b. Net Pricing** Unless otherwise required by the Solicitation, prices shall be net, including transportation, travel, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation.
- c. "No Charge" Bid** When Bids are requested on a number of Products as a lot, a Bidder desiring to Bid "no charge" on a Product in the lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of OTDA.
- d. Specific price decreases:**
 - i. GSA Changes:** Where net pricing under the Contract is based on an approved General Services Administration (GSA) schedule, price decreases shall take effect automatically during the Contract term and apply to on or after the date the approved GSA schedule pricing decreases during the Contract term; or
 - ii. Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor's list prices, price decreases shall take effect automatically during the Contract term and apply to on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or
 - iii. Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this

Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

- iv. **Special Offers/Promotions to Authorized Users:** Contractor may offer other State agencies under another contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific purchase order from another State agency without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

- e. **Cost Proposal Revisions** A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

12. SITE INSPECTION

Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

BID EVALUATION

13. BID EVALUATION

OTDA reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if OTDA determines the best interests of the State will be served. OTDA, in its sole discretion, may accept or reject illegible, incomplete or vague Bids. Bid evaluation criteria for a Solicitation is set forth therein.

In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing, OTDA may determine another criterion to evaluate tie bids.

14. QUANTITY CHANGES PRIOR TO AWARD

OTDA reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

15. TIMEFRAME FOR OFFERS

Bids must remain firm for 365 days, or such other period set forth in a Solicitation, from the date the Bid is due in the Solicitation.

16. DEBRIEFINGS

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OTDA that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

17. CONTRACT PUBLICITY

Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by OTDA prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

TERMS AND CONDITIONS

18. PROCUREMENT RIGHTS

OTDA reserves the right to:

- a. Reject any and all Proposals received in response to this Solicitation.
- b. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
- c. Utilize any and all ideas submitted in the proposals received.
- d. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
- e. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should OTDA be unsuccessful in negotiating a contract with the selected Contractor.
- f. Waive any non-material requirement not met by all Proposers.
- g. Not make an award from this Solicitation.
- h. Make an award under this Solicitation in whole or in part.
- i. Make multiple contract awards pursuant to this Solicitation.
- j. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
- k. Seek clarifications or revisions of proposals of Bids.
- l. Disqualify any bidder whose conduct and/or Proposal fails to conform to the requirements of the Solicitation.
- m. Prior to the bid opening, amend the Solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available.

19. CONTRACT EFFECTIVE

The Contract shall be deemed effective upon its approval by the New York State Attorney General and the State Comptroller.

20. OFFICIAL USE ONLY/NO PERSONAL USE

The Contract is only for official use. Use of the Contract for personal or private purposes is strictly prohibited.

21. MODIFICATION OF CONTRACT TERMS

The Contract may only be modified or amended upon mutual written agreement of OTDA and the Contractor, and approved by OSC and the AG as necessary.

The Contractor may, however, offer OTDA more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to OTDA by the Contractor at the time of such offer.

Other than where such terms are more advantageous than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding unless authorized by OTDA or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding OTDA's subsequent acceptance of Product, or that OTDA has subsequently processed such document for approval or payment.

22. SCOPE CHANGES

Prior to the Contractor implementing any change in the Services, it shall obtain the consent and approval of OTDA. The Contractor shall, prior to implementation of any such change, give written notice to OTDA of the service affected, a description of the change, why it is needed, a suggested implementation approach (and testing if necessary), the cost to OTDA if any, and any other information requested by OTDA. The approval, prior to implementation, of any requested change is in the sole discretion of OTDA.

In the event that OTDA proposes a change in technology or Services, it shall, prior to implementation of any such change, give written notice to the Contractor with a description of the change, why it is needed, a suggested implementation approach (and testing if necessary), and the Contractor shall have a reasonable time to analyze the cost, if any, to the Contractor. The final determination for implementation of any requested change pursuant to this section is in the sole discretion of OTDA.

OTDA reserves the right to direct operating changes to the Contractor based on its own observations or based on suggestions made by the Contractor.

Work performed outside the scope of the Agreement or without the approval of OTDA shall not be subject to charge by the Contractor.

23. ESTIMATED/SPECIFIC QUANTITY CONTRACTS

Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

24. EMERGENCY CONTRACTS

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, OTDA reserves the right to obtain the Product from any source, including but not

limited to this Contract, as OTDA, in its sole discretion, determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

25. PRODUCT DELIVERY

Delivery must be made, if required, in accordance with the terms of the Contract. The decision of OTDA as to compliance with delivery terms shall be final. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify OTDA, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved by OTDA in writing.

26. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS

Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to OTDA until the Products have been received, inspected and accepted by OTDA. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract. Mere acknowledgment by OTDA of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by OTDA. Title, risk of loss, and acceptance for technology Products shall be governed by the Contract.

27. PRODUCT SUBSTITUTION

In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by OTDA to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to OTDA. Unless otherwise specified, any substitution of Product shall require OTDA's written approval.

28. REJECTED PRODUCT

When Product is rejected, it must be removed by the Contractor from OTDA's premises within 10 calendar days of notification of rejection by OTDA. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor.

29. INSTALLATION

Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to OTDA and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed

condition, and everything in satisfactory repair and order.

30. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS

Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

31. EMPLOYEES, SUBCONTRACTORS AND AGENTS

The Contractor will conduct background checks on all employees working on this Agreement, and shall retain only individuals with the moral fitness necessary to perform Services hereunder. If the Contractor is unable to determine an employee's fitness due to the results of a background check, then it shall forward a description of the results to the OTDA, for review and determination. If it is later determined that the Contractor knowingly rendered a false positive determination of an employee's fitness, failed to conduct a background check, or failed to reasonably interpret the results in confirming an employee's fitness to perform duties under the terms of this Agreement, in addition to any other remedies available to the OTDA, the OTDA may terminate this Agreement for cause. The Contractor shall provide immediate written notice to the OTDA if at any time the Contractor learns that its determination of an employee's fitness to perform duties under the terms of this Agreement was erroneous or has become erroneous because of changed circumstances. The Contractor will ensure that the provisions of this section are incorporated within all subcontracts, and acknowledges the responsibility for ensuring that these provisions are fully complied with by all Subcontractors. The Contractor will be required to maintain records related to the background investigations performed for the term of this Agreement. All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract, and must comply with all security and administrative requirements in the Contract. OTDA reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with OTDA's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract. OTDA reserves the right to reject and/or bar from any OTDA facility for cause any employee, Subcontractor, or agent of the Contractor.

The Contractor certifies that all staff provided to perform Services possesses the necessary integrity and professional capacity to meet OTDA's reasonable expectations. Subsequent to the commencement of Services, whenever the Contractor becomes aware, or reasonably should have become aware, that any staff member(s) providing Services no longer possess the necessary integrity or professional capacity, the Contractor shall immediately discontinue the use of such staff and notify OTDA.

OTDA has final approval of any staff furnished to provide Services and may refuse to approve any staff member(s) based on its review of the staff member's integrity to perform the required Services. OTDA reserves the right to bar anyone from access to OTDA's premises and/or access to its information resources.

For the purposes of this Section, "staff" includes employees, owners, officers, directors, or agents of the

Contractor and of any of the Contractor's subcontractors.

32. ASSIGNMENT

In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of OTDA; provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. OTDA may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to OTDA and seek written agreement from OTDA which will be filed with the State Comptroller. OTDA shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OTDA responsibilities for the Contract.

33. SUBCONTRACTORS AND SUPPLIERS

OTDA reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OTDA Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; OTDA's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services. OTDA reserves the right to approve contracts between the Contractor and Subcontractors.

34. SUSPENSION OF WORK

OTDA, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, due to a budget freeze or reduction in State spending, or declaration of emergency. Upon issuance of such notice, the Contractor shall comply with the suspension order. Activity may resume at such time as OTDA issues a formal written notice authorizing a resumption of performance under the Contract.

35. TERMINATION

- a. **Mutual Agreement** All or any part of this Agreement may be terminated by mutual written agreement of OTDA and the Contractor.
- b. **For Cause** For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract may be terminated by OTDA for cause. Neither the State nor OTDA shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such

event, OTDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

A material breach means a significant and/or repeated failure(s) to deliver a Product in accordance with the timetable, price or performance standards applicable thereto, or when a material term of the Contract is breached.

- c. **For Convenience** This Contract may be terminated at any time by OTDA for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. If the Contract is terminated pursuant to this subdivision, OTDA shall remain liable for all accrued but unpaid charges incurred through the date of the termination.
- d. **For Violation of Sections 139-j and 139-k of the State Finance Law** OTDA reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, OTDA may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- e. **For Violation of Section 5-a of the New York State Tax Law** OTDA reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, OTDA may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- f. **For Non-Responsibility** The Contractor agrees that if it is found by the State that its responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, then OTDA may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OTDA officials or staff, the Contract may be terminated by OTDA at the Contractor's expense where the Contractor is determined by OTDA to be non-responsible. In such event, OTDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

- g. **Upon Conviction of Certain Crimes** OTDA reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.
- h. **Mitigation of Costs** The Contractor shall not undertake any additional or new contractual obligations on or after the receipt of notice of termination without the prior written approval of OTDA. On or after the receipt of notice of termination and during the termination notice period, the Contractor shall take all commercially reasonable and prudent actions to close out unnecessary outstanding, existing obligation as economically as possible for OTDA.

36. SAVINGS/FORCE MAJEURE

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or OTDA in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 calendar days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. OTDA may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b. The Contractor will provide OTDA with access to Products first in order to fulfill orders placed before the force majeure event occurred. OTDA agrees to accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor OTDA shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and OTDA to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of OTDA where the delay or failure will significantly impair the value of the Contract to the State or OTDA, OTDA may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, OTDA reserves the right, in its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and OTDA, such dispute shall be resolved in accordance with OTDA Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

37. CONTRACT INVOICING

- a. **Invoicing** Contractor shall provide complete and accurate billing invoices to OTDA in order to receive payment. Billing invoices submitted to OTDA must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of OTDA, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by OTDA. OTDA may direct the Contractor to provide the information to the State Comptroller.

- b. **Method of Payment** OTDA and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by OTDA, in OTDA's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where OTDA has expressly authorized payment by paper check as set forth above.

38. PROMPT PAYMENTS

- a. **By State Agencies** The required payment date by the State shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).
- b. **By Contractor** Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

39. REMEDIES FOR BREACH

In the event that Contractor fails to observe or perform any material term or condition of the Contract and such failure remains uncured after 30 calendar days following written notice by OTDA, then OTDA may exercise all rights and remedies available under the Contract, and those available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 30 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 30-day period may, in the sole discretion of OTDA, be extended for a reasonable period. It is understood and agreed that the rights and remedies available to the OTDA in the event of breach shall include but not be limited to the following:

- a. **Cover/Substitute Performance** In the event of Contractor's material, uncured breach, OTDA may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if OTDA is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

- b. Withhold Payment** In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of OTDA.
- c. Reimbursement of Costs Incurred** Contractor agrees to reimburse OTDA promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.
- Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, OTDA may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.
- d. Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by OTDA from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to OTDA the amount of such claim or portion of the claim still outstanding, on demand. OTDA reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

40. ASSIGNMENT OF CLAIM

Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

41. TOXIC SUBSTANCES

Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide OTDA with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by OTDA.

42. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of OTDA, and therefore are not entitled to any of the benefits associated with such employment.

43. SECURITY

Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of OTDA set forth in the Contract or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

44. COOPERATION WITH THIRD PARTIES

The Contractor shall be responsible for fully cooperating with any third party, including but not limited to

other Contractors or Subcontractors of OTDA, as necessary to ensure delivery or performance of Product.

45. WARRANTIES

- a. **Product Performance** Contractor hereby warrants and represents that the Products acquired by OTDA under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.
- b. **Title and Ownership** Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by OTDA under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify OTDA and hold OTDA harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein. Contractor shall provide OTDA with appropriate documentation indicating the vesting of such rights in Contractor, and/or the right to transfer such rights, as requested by OTDA.
- c. **Product Warranty** Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to OTDA. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or OTDA shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party

manufacturer's Product.

Where Contractor, Third-Party Software vendor, or other third- party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify OTDA and pass through the standard commercial warranty to OTDA at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by OTDA without Contractor's approval.

- d. **Virus Warranty** Contractor represents and warrants that any Product acquired under the Contract by OTDA does not contain any known Viruses. Contractor is not responsible for Viruses introduced at OTDA's Site.
- e. **Date/Time Warranty** Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

- f. **Qualification Warranty** Contractor warrants that it and any subcontractors it utilizes in the performance of the services is qualified and licensed to do business in the State of New York.
- g. **Administration Warranty** Contractor warrants that it shall Maintain an adequate administrative organizational structure sufficient to discharge its contractual responsibilities. Contractor shall provide OTDA with advanced, written notification of all reductions in staff below the levels found in the Contractor's proposal.
- h. **Price Protection Warranty** Contractor warrants that the Agreement's prices and warranties are comparable to or better than the equivalent terms being offered by the Contractor to other State government customers using similar scope and volume of services under like terms and conditions. If, during the Term of this Agreement, the Contractor enters into an agreement with any other State government customer that offers better prices and warranties for similar services,

OTDA may amend the Agreement to reflect such superior pricing or warranty terms.

- i. **Workmanship Warranty** Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. OTDA must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.
- j. **Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.
- k. **Prompt Notice of Breach** OTDA shall notify the Contractor in writing of any claim of breach of any warranty provided herein.
- l. **Additional Warranties** Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to OTDA.
- m. **No Limitation of Rights** The rights and remedies of the State and OTDA provided in this clause are in addition to and do not limit any rights afforded to the State and OTDA by any other clause of the Contract.

46. LEGAL COMPLIANCE

Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of OTDA that it substantially meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by OTDA. Failure to comply or failure to provide proof may constitute grounds for OTDA to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by OTDA. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

47. INDEMNIFICATION

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold OTDA harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, **without limitation**; provided, however, that the Contractor shall not be obligated to indemnify OTDA for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of OTDA.

OTDA shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify OTDA, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against OTDA arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any

intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify OTDA and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of OTDA and attempt to secure a continuance to permit the State and OTDA to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and OTDA may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

48. INDEMNIFICATION RELATING TO INFRINGEMENT

The Contractor shall defend, indemnify and hold OTDA harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by OTDA or by someone other than Contractor at the direction of OTDA without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify OTDA for any claim, loss or damage arising hereunder to the extent caused by the negligent act, gross negligence or willful misconduct of OTDA.

OTDA shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for OTDA the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that OTDA is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against OTDA arising out of a claim that OTDA's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify OTDA and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of OTDA and attempt to secure a continuance to permit the State and OTDA to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and OTDA may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such

matters.

49. LIMITATION OF LIABILITY

Except as otherwise set forth in the Contract, the limit of liability shall be as follows:

- a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in an amount equal to two (2) times the total "not to exceed" value of the Contract.
- b. OTDA may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by OTDA unless Contractor at the time of the presentation of claim shall demonstrate to OTDA's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
- c. Notwithstanding the above, neither the Contractor nor OTDA shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by OTDA, the Contractor, or by others.

50. DISPUTE RESOLUTION PROCEDURES

Policy - It is the policy of OTDA to provide an opportunity to resolve disputes related to contract administration. Interested parties are encouraged, but not required, to seek resolution of disputes through consultation with OTDA staff through the Informal Dispute Resolution Process described herein, prior to filing a Formal Dispute. All Informal and Formal Disputes will be accorded full, impartial and timely consideration.

Dispute Resolution Procedures

a. Informal Dispute Resolution Process

- i. In the event there is a dispute, OTDA and Contractor agree to exercise best efforts to resolve the dispute as soon as possible. The Contractor and OTDA shall, without delay, continue to perform their respective obligations under the Contract.
- ii. In the event OTDA is dissatisfied with the Contractor's Product(s) provided under the Contract, then OTDA shall notify the Contractor of such in writing pursuant to the terms of the Contract. In the event the Contractor has any disputes with OTDA, the Contractor shall notify OTDA in writing. If either party notifies the other of a dispute, then the other party shall make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt to diligently reach a satisfactory result through negotiation.
- iii. If negotiation between the Contractor and OTDA fails to resolve any such dispute to the satisfaction of the parties within 14 business days of such notice, or as otherwise agreed to by the Contractor and OTDA, the matter shall be submitted to OTDA's Director of the Bureau of Contract Management (the Director). The Director shall attempt in good faith to resolve the dispute within the next 14 business days or as otherwise agreed to by the parties. The Director shall then send a written notification to the Contractor, memorializing the good faith effort. This attempt must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, this section shall not be construed to prevent either party from seeking and obtaining temporary

equitable remedies, including injunctive relief.

b. Formal Dispute Process

- i. Submission of Formal Disputes - A Formal Dispute must be filed by mail and email to the person specified in the Solicitation or Agreement to receive receipt of notifications. The notification must include a detailed statement of the legal and/or factual grounds for the Formal Dispute, relevant documents, a statement as to the form of relief requested, and any other pertinent information relating to the dispute.
- ii. A Formal Dispute must be filed within 20 business days after the Contractor and OTDA failed to reach resolution through the Informal Dispute Resolution Process.

c. Agency Response to Dispute

- i. The Director will consider all information relevant to the Formal Dispute and may require the Contractor to meet or participate in a conference call with OTDA to discuss the Formal Dispute when, in the Director's sole judgment, circumstances so warrant.
- ii. The Director shall send a formal dispute determination to the Contractor.

d. Appeals

Should the Contractor be dissatisfied with the Director's Formal Dispute determination, a written appeal may be filed with the Division of Legal Affairs, by regular mail, using the following mailing information:

General Counsel
Division of Legal Affairs, Floor 16
Office of Temporary and Disability Assistance 40 North Pearl Street
Albany, NY 12243

Written notice of appeal of a determination must be received at the above address no more than 10 business days after the date the Formal Decision by the Director is received by the Contractor.

The General Counsel shall review and make a final determination on all appeals or may designate a person or persons to act on his/her behalf. The final determination on the appeal shall be issued within 20 business days of receipt of the appeal.

An appeal of the decision of the Director shall not include new facts and information unless requested in writing by the General Counsel. The decision of the General Counsel shall be a final and conclusive agency determination.

51. PROCEDURE FOR PROTESTS/APPEALS OF BID SPECIFICATIONS

- a. **Formal Written Protests** Final agency decisions or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below. Any Offeror or prospective Offeror who believes that there are errors or omissions in the procurement process or who otherwise has been aggrieved in the drafting or issuance of this Solicitation, may present a formal complaint to OTDA and request administrative relief concerning such action ("formal protest"). A formal protest must be submitted in writing to OTDA, by ground mail, except where alternate arrangements have been made, to the:

Director, Bureau of Contract Management
40 North Pearl Street, 12th Floor, Section D,
Albany, NY 12243.

A formal protest must include a statement of all legal and/or factual grounds for disagreement

with an OTDA specification or purchasing decision including a contract award; a description of all remedies or relief requested; and copies of any and all applicable supporting documentation.

- b. **Deadline for Submission of Formal Protests for Errors or Omissions in the Procurement Process** OTDA must receive formal protests concerning errors, omissions or prejudice, including patently obvious errors in the Solicitation or Specifications, at least 10 calendar days before the Bid Submission Date.
- c. **Deadline for Submission of Formal Protests of Contract Award** OTDA must receive a formal protest concerning a contract award within 10 business days of the issuance of notice of contract award or receipt of a non-select letter by an Offeror to:

Director, Bureau of Contract Management
40 North Pearl Street, 12th Floor, Section D,
Albany, NY 12243

- d. **Review and Final Determination of Protests** Protests will be resolved through written correspondence. However, the protester may request a meeting to discuss a formal protest or OTDA may initiate a meeting on its own accord, at which time the participants may present their concerns. Either the protester or OTDA may decline such a meeting. The Director of BCM may designate an OTDA employee ("designee") to determine and undertake the initial resolution or settlement of any protest. The Director of BCM or his/her designee will conduct a review of the records involved in the protest, including, but not limited to: (a) the evaluation team's reports and recommendations; (b) the materials presented by the protesting party and/or (c), any materials required of or submitted by other Offerors. If necessary, the Director of BCM or the designee shall consult with OTDA's Counsel's Office; and prepare a protest decision. A copy of the protest decision, stating the reason(s) upon which it is based and informing the protester of the right to appeal an unfavorable decision to the OSC shall be sent to the protester or its agent within 45 calendar days of receipt of the protest, except that upon notice to the protester such period may be extended. The protest decision will be recorded and included in the procurement record, or otherwise forwarded to the OSC upon issuance.
- e. **Appeals** Upon receipt of OTDA's protest decision, a protester has 10 business days to file an appeal of the determination with the OSC, Bureau of Contracts. The appeal must be filed with:

Director of the Bureau of Contracts at bidprotests@osc.state.ny.us or Bureau of Contracts
New York State Office of the State Comptroller 110 State Street, 11th Floor
Albany, NY 12236

The protester's appeal must contain an affirmation in writing that a copy of the appeal has been served on OTDA, the successful bidder (except where the contracting agency upholds the protest and the successful bidder is the appealing party), and any other party that participated in the protest. In its appeal, the interested party shall set forth the basis on which it challenges OTDA's determination. The OSC Bureau of Contracts will conduct a formal review and issue its determination of the appeal in accordance with its established policy and procedures.

- f. **Reservation of Rights and Responsibilities of OTDA** OTDA reserves the right to waive or extend the time requirements for protest submissions, decisions, and appeals herein prescribed when, in its sole judgment, circumstances so warrant to serve the best interests of the State and OTDA. If OTDA determines that there are compelling circumstances, including the need to proceed immediately with the Contract award in the best interest of the State, then these protest procedures may be suspended, and such decision shall be documented in the procurement

record. OTDA will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the protested procurement action including solicitation of bids or withdraw the recommendation of Contract award prior to issuance of a formal protest decision.

- g. **Procurement Activity Prior to Final Protest Determination** Receipt of a formal bid protest shall not stay action on a procurement unless otherwise determined by OTDA. If a formal protest or appeal is received by OTDA on a recommended award prior to the underlying Contract being forwarded to the OSC, notice of receipt of the protest and appeal must be included in the procurement record forwarded to the OSC. If a final protest decision or final decision on appeal has been reached prior to transmittal to the OSC, a copy of the final decision must be included in the procurement record and forwarded with the recommendation for award. If a final protest decision is made after the transmittal of a bid package to the OSC, but prior to the OSC approval under State Finance Law § 112, a copy of the final OTDA decision shall be forwarded to the OSC when issued, along with a letter either: a) confirming the original OTDA recommendation for award and supporting the request for final § 112 approval, b) modifying the proposed award recommendation in part and supporting a request for final § 112 approval as modified; or c) withdrawing the original award recommendation.
- h. **Record Retention of Bid Protests** All records related to formal Offeror protests and appeals shall be retained for at least one (1) year following resolution of the protest. All other records concerning the procurement shall be retained according to the statutory requirements for records retention.

52. NO PRESUMPTION AGAINST DRAFTER

Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

53. NO CONFLICT

The Contractor warrants and affirms that the terms of the Agreement do not violate any agreements to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under this Agreement.

54. AVAILABILITY OF OTDA RESOURCES

No aspect of Contractor's performance under the Agreement will be contingent upon OTDA or State personnel or the availability of OTDA or State resources with the exception of (a) all actions required of the Contractor specifically identified in this Agreement as requiring OTDA approval, policy decisions, or policy approvals; (b) exceptions specifically stated in the Agreement; or (c) the normal cooperation which can be expected in such a contractual relationship or duties, tasks and obligations subsequently agreed to by the parties.

To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of Information Technology Products such as software, computer components, systems, or networks for the processing, distribution, or storage of data, the following clauses shall govern, as applicable.

55. SOFTWARE LICENSE GRANT

Where Product is acquired on a licensed basis, and unless otherwise provided or modified in the

Solicitation or Contract, the following shall constitute the license grant:

- a. **License Scope.** OTDA, its agents, and subcontractors is granted a non-exclusive, perpetual license to use, copy, execute, reproduce, display, perform, and merge the Product within its business enterprise. OTDA, its agents and subcontractors shall have the right to use modifications or customizations of the Product.

OTDA and Contractor may agree to alternative licensing rights (e.g., subscription, term, etc.) for specific Products, provided such agreement is reached prior to Contract approval.

- b. **License Term** The license term shall commence upon the date as indicated in the Contract.
- c. **Product Documentation** Contractor shall provide Product Documentation electronically to OTDA at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to OTDA a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

- d. **Product Technical Support & Maintenance** OTDA shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract (if any) by giving written notice to Contractor any time during the Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to OTDA, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance.

Unless otherwise provided by written agreement between the Contractor and OTDA, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to OTDA, and (ii) help desk assistance at no additional cost, either by toll-free telephone or on-line functionality. Contractor shall maintain the Product so as to provide OTDA with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

OTDA shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that OTDA does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges. Contractor shall submit written notification to OTDA of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

- e. **Permitted License Transfers**, Licenses granted hereunder may be transferred or combined for use pursuant to governmental restructuring or reorganization ("permitted license transfers"). There shall be no additional license or other transfer fees due Contractor, provided that the consolidated enterprise is equal to the prior enterprise capacity
- f. **Restricted Use By Third Parties** Third parties retained by OTDA shall have the right to use the Product to maintain OTDA's business operations, including data processing, for the time period that they are engaged in such activities provided such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for OTDA.

In no event shall OTDA assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or OTDA.

- g. Archival Back-Up and Disaster Recovery** OTDA may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to OTDA (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.
- h. Confidentiality Restrictions** If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to OTDA. The terms of OTDA's use and disclosure of such information shall be governed by a written agreement between the Contractor and OTDA.

56. PRODUCT ACCEPTANCE

Unless otherwise provided for in the Contract, Contractor shall issue a written Notice of Completion to OTDA when a Product meets the specifications in the Contract. Subsequently, OTDA shall issue either a Notice of Acceptance or a Notice of Deficiency which sets forth defects associated with the Product. In the event a Notice of Deficiency is issued, then Contractor shall have 15 calendar days to correct such defects, and redeliver the Product to OTDA for approval. This process shall continue until OTDA has approved the Product.

Unless otherwise provided for in the Contract, OTDA shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by OTDA. The testing may, as appropriate, take the form of a documented installation test, capable of observation by OTDA, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to OTDA after completion of the test.

Unless otherwise provided by mutual agreement of if OTDA elects to provide a deficiency statement specifying how the Product fails to meet the specifications, Contractor shall have 30 calendar days to correct the deficiency, and OTDA shall have an additional 60 calendar days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the testing period, as determined by OTDA, then OTDA, upon prior written notice to Contractor, may reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by OTDA to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of OTDA's agents or employees. When Product is not accepted, it must be removed by the Contractor from the premises of OTDA within 10 calendar days of notification of non-acceptance by OTDA. Rejected items not removed by the Contractor within the 10 calendar day period shall be regarded as abandoned by the Contractor and OTDA shall have the right to dispose of Product as its

own property. The Contractor shall promptly reimburse OTDA for any costs incurred in storage or effecting removal or disposition after the 10-calendar day period.

57. NO HARDSTOP OR PASSIVE LICENSE MONITORING

Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a “trap door” device). Any Contractor access to the Product agreed to by OTDA as provided above shall be in accordance with OTDA’s security or other requirements. Contractor agrees that in the event of a breach of this provision that OTDA shall not have an adequate remedy at law, including monetary damages, and that OTDA shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which OTDA shall be entitled.

58. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

This clause shall apply where Contractor is commissioned by OTDA to furnish project deliverables as detailed in the Contract.

a. Definitions

- i. For purposes of this clause, “Products” means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).
- ii. For purposes of this clause, “Existing Products” means Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular Product was in existence prior to the commencement of the project.
- iii. For purposes of this clause, “Custom Products” means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for OTDA under the Contract.

b. Title to Project Deliverables Unless otherwise specified in writing in the Contract, OTDA shall have ownership and license rights as follows:

i. Existing Products:

- 1) **Hardware** - Title and ownership of existing hardware Products shall pass to OTDA upon acceptance.
- 2) **Software** - Title and ownership to existing Software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor (“Existing Licensed Product”), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products,

shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to OTDA in accordance with the Contractor or Third-Party Software vendor's standard license agreement; provided, however, that such standard license, must, at a minimum: (a) grant OTDA, its agents, and contractors a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises OTDA as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to OTDA's satisfaction) and distribute Existing Licensed Product to OTDA up to the license capacity stated in the Contract with all license rights necessary to fully effect the general business purposes stated in the Solicitation; and (b) recognize OTDA as the licensee. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. OTDA shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

- ii. **Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to OTDA the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed in the course of Contractor's business. OTDA may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of OTDA taking exclusive ownership and title to such Products. In such case, OTDA shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes of OTDA.

- c. **Contractor's Obligation with Regard to Third-Party Software** Where Contractor furnishes existing licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of OTDA at Contractor's sole cost and expense.

59. CHANGES TO PRODUCT OR SERVICE OFFERINGS

- a. **Product or Service Discontinuance** Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify OTDA in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at OTDA's option, and in order to enable OTDA to continue the use and maintain the Product, provide OTDA with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that OTDA is under contract for maintenance on the date of notice and Contractor is offering such replacement

or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above within 5 business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to OTDA approval, to an alternate Subcontractor.

- b. **Product or Service Re-Bundling** In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify OTDA in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to OTDA for approval prior to its becoming effective for the remainder of the Contract term. ***The provisions of this section do not apply if the Contractor is not the Product manufacturer.***

60. FEDERAL PROCUREMENT CLAUSES

In the event the Contract is Federally funded, then the following provisions shall apply:

a. Equal Employment Opportunity

The Contractor understands and agrees to comply, when applicable, with the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR 200, Subpart F, Appendix II).

b. Clean Air and Federal Water Pollution Control Act

As applicable, Contractor understands and agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Contractor shall report violations to OTDA to then be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II).

c. Anti-Lobbying Act

As a sub-client of OTDA, the Contractor understands and agrees to comply with the Federal requirements for certification and disclosure of Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II. By signing this Agreement, the Contractor certifies that it will not use federally appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan funds.

The Contractor understands and agrees that the language of this certification shall be included in

the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-clients shall certify and disclose accordingly. The Contractor shall comply with any requirements to provide OTDA with Federal lobbying reports to comply with this Anti-Lobbying Act. The Contractor may be liable for any civil penalty imposed upon OTDA for failing to make a required report.

d. Americans with Disabilities Act

28 CFR Part 35, Title II, Subtitle A prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

The Contractor shall ensure that the Services provided comply with the Americans for Disabilities Act (ADA), the Rehabilitation Act of 1973, as amended, State law, and implementing regulations.

e. Drug-Free Workplace Statement

The Contractor shall comply with 41 U.S. Code § 8103, Drug-free workplace requirements in the provision of the Services. By signing this Agreement, the Contractor certifies that it will provide drug-free workplaces for its employees.

f. Royalty Free Rights to Use Software or Documentation Developed

All documentation produced as part of the Agreement will become the exclusive property of OTDA. OTDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such documentation and to authorize others to do so.

Contractor shall comply with 2 CFR 200.315 regarding OTDA's rights to the intangible property acquire under this Agreement.

g. Debarment and Suspension

The Contractor certifies that the Contractor and its principals are not listed on the government wide exclusions in the System for Award Management (SAM). The Contractor by signing this Agreement further certifies that the Contractor and its principals are not suspended or debarred, as specified by the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The Contractor also certifies by signing this Agreement that the Contractor and its principals are not ineligible under statutory or regulatory authority other than Executive Order 12549 pursuant to 2 CFR 200, Subpart F, Appendix II and 7 CFR Part 3017. Contractor shall complete and return in pursuit of such certification any appropriate form required by OTDA (see Federal Executive Order 12549 and 7 CFR Part 3017).

h. Title VI of the Civil Rights Act of 1964

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibit recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.) as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Contract (or Agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Contract or Agreement.

The Contractor shall include the above provision in each Subcontractor agreement within thirty (30) days of execution of this Contract.

i. Other federal requirements

The Contractor agrees to comply with any federal requirements such as, among others not listed above, the Copeland “Anti-Kickback Act” (18 USC 874), and Section 306 of the Federal Clean Water Act and to provide to OTDA any requested documents supporting such compliance, including if necessary creating such supporting documentation.

The Contractor shall include in all sub-awards documents at all tiers (including Subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) the language of this Section 27 Federal Procurement Clauses and shall ensure that all sub-clients shall certify and disclose as required by any federal requirements.

Appendix B-1

OTDA SECURITY AND CONFIDENTIALITY TERMS

Last Updated: January 2023

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The Security and Confidentiality Terms set forth in this Appendix B-1 are made part of the Agreement between OTDA and the Contractor.

1. DEFINITIONS

For purposes of this Appendix B-1 the following terms shall have the following meanings:

“Protected Information” means data or information to which the Contractor is given access which OTDA creates, receives, or maintains, which is, pursuant to federal and/or state laws, rules, regulations, policies or agreements, deemed confidential, personal, private and/or sensitive. Such data or information may be present or stored in any form or medium and includes, but is not limited to:

- a. Data or information obtained from sources outside of OTDA;
- b. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases;
- c. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy;
- d. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA’s information technology solutions, applications, systems, networks or data;
- e. Any other material designated by OTDA as being “Confidential,” “Personal,” “Private,” or otherwise “Sensitive.”

“Authorized Persons” means the Contractor’s employees, subcontractors or other agents who are authorized and have a business justification to access Protected Information to enable Contractor to perform the services pursuant to the Agreement.

“Information Security Incident” means any allegation or suspicion held by or brought to the attention of an OTDA employee or Authorized Persons involving inappropriate or unauthorized access to, or disclosure of, Protected Information.

“Information Security Breach” means the unauthorized access by a non-Authorized Person of Protected Information as defined in New York State Information and Security Breach Notification Act (General Business Law Section 899-aa and 899-bb; State Technology Law Section 208).

“OTDA Contact” means the person or persons designated in writing by OTDA to receive Information security incident or Information security breach notifications.

“Continental United States (CONUS)” – the 48 contiguous States and the District of Columbia

“Follow the Sun” – Follow-the-sun is a type of global workflow in which tasks are passed around daily between work sites that

are many time zones apart. All helpdesk, online, and support services which access any Data must be performed from within CONUS. At no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS.

2. DATA TO BE DISCLOSED

While a listing of specific data elements and/or information required to effectuate the Agreement may be more specifically set out in the solicitation, the obligations set out apply not only to such data elements and/or information but to all Protected Information, as defined herein.

3. PURPOSE OF DATA

Contractor represents that it is requesting and/or providing Protected Information solely for purposes specified in this solicitation. OTDA will release Protected Information to Contractor exclusively for this purpose. Contractor shall use the Protected Information only for the authorized purposes specified in this Agreement.

4. OWNERSHIP OF DATA

Contractor agrees that OTDA shall be deemed the “owner” of Protected Information disclosed by OTDA to Contractor under this Agreement including for purposes of complying with the requirements of General Business Law Section 899-aa and 899-bb.

5. DATA EXCHANGE DETAILS

Prior to OTDA’s sharing of any data pursuant to this Agreement, Contractor and OTDA shall work together to provide and establish a secure, encrypted (both in transit and at rest) method of data exchange for any transfer of such data which shall, at a minimum, comport with the standards set and required by the [New York State Chief Information Security Office](#) (NYS CISO) and, where required, any additional heightened compliance obligations applicable to and necessitated by the data involved in any such exchange. The NYS CISO’s office shall, as OTDA deems appropriate, be provided with details of such proposed method of exchange for review and approval. The Parties agree that they will work together to create and keep current a Technical Service Description, to be made part of this Agreement, which sets forth the details of the Protected Information which OTDA shall furnish to Contractor, including, at a minimum, the frequency of the disclosure, timing, technical details of the method of data exchange (including all relevant details), and the format of any response as between the Parties.

6. DATA PROTECTION

Safeguarding of Protected Information shall be an integral part of the business requirements and activities of the Contractor to ensure there is no inappropriate or unauthorized use or

exposure of Protected Information at any time. Contractor shall safeguard the confidentiality, integrity, and availability of Protected Information and comply with the following conditions:

- a. Implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Protected Information. Such security measures shall comply with industry best practices and shall, at a minimum, comply with those requirements set forth by the [NYS CISO](#), and must comply with all applicable state and federal law, rules, regulations, and policies.
- b. All Protected Information shall be encrypted at rest and in transit, in accord with, at a minimum, the standard set forth by the [NYS CISO](#), all applicable state and federal law, rules, regulations and policies and, as appropriate, industry best practices.
- c. At no time shall any Protected Information be copied, disclosed or retained by the Contractor for any purpose other than performing the services under this Agreement.
- d. Contractor and Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not described in this Agreement without express prior written consent from OTDA.
- e. Host all Protected Information and maintain and implement procedures to logically segregate and secure Protected Information from Contractor's data and data belonging to the Contractor's other customers, including other governmental entities.
- f. All data center(s) used to perform the services under the resulting Contract must, at a minimum, meet or exceed Tier 3 standards for redundancy and resilience, which can be found at the Uptime Institute website.
- g. The contractor must carefully, thoroughly, and thoughtfully vet all software solutions and hardware used to verify that they are compliant with the requirements set forth by the [NYS CISO](#) and fulfill the compliance obligations for the protection of OTDA's Protected Information. This vetting process shall also extend to all software solutions and hardware used by Authorized Persons.

7. DATA SECURITY

Contractor shall immediately disclose its non-proprietary security processes and technical limitations to OTDA such that adequate protection for Protected Information is attained. At a minimum Contractor represents and warrants that the security requirements and processes shall comport with the security standards and protocols set by the [NYS CISO](#). In addition, the Contractor shall also comply with any state and/or federal laws, rules, regulations and/or policies that are applicable to the data being exchanged under this Agreement, including any heightened compliance obligations. The system and procedure that the Contractor will maintain for handling, storage, use, and destruction of Protected Information governed by this agreement will be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

8. DATA LOCATION

Contractor shall provide its services to OTDA and OTDA's end users solely from data centers physically located within the continental United States (CONUS), meaning the 48 contiguous States and the District of Columbia. Storage of Protected Information at rest shall be located solely in data centers in the United States. The Contractor shall not store, access, maintain, or process Protected Information on a mobile or portable device. The Contractor will store and maintain Protected Information in a place and manner that is physically secure from unauthorized access (e.g., locked cabinets or storage room) and will store and process electronic Protected Information in such a way that it will be secure from unauthorized access by any means.

9. CONTRACT AND DATA CENTER AUDIT

The Contractor shall allow OTDA and any other authorized government agency to audit the Contractor's compliance with the security procedures set forth in this section. Contractor shall perform an independent audit of its data centers which contain Protected Information at least annually, and provide OTDA a copy of such audit report. Any non-critical deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Agreement safeguards must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to OTDA. Critical deficiencies must be immediately remedied within a timeframe that OTDA approves. The completion of these requirements is at the Contractor's expense with no additional cost to OTDA.

The contractor will maintain a formal policy and procedures for the handling, storage, use, and destruction of Protected Information governed by this Agreement which must be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

The contractor will permit OTDA, or their agent, to enter upon Contractor's premises at reasonable times to inspect and review their safeguards and procedures for protecting the confidentiality, privacy, security, and compliance of the Protected Information. The contractor will also cooperate with OTDA, or their agent, in connection with any request for access to staff, information, or material related to an OTDA confidentiality, privacy, security, or compliance review, audit, or monitoring visit.

The contractor will provide, at Contractor's expense, an independent third-party audit of all data center(s) used to perform the services under the resulting Contract showing no deficiencies. Thereafter on an annual basis, at the contractor's expense, a full version of the audit report will be provided to the State, within 30 days of the anniversary date of the Agreement. A Service Organization Control (SOC) 2 Type 2

audit report or approved equivalent sets the minimum level of a third-party audit.

10. ACCESS

The contractor will limit access to Protected Information to Authorized Persons who have a legitimate business justification for access to such data for the purposes described in this Agreement.

For Protected Information with heightened compliance requirements, including but not limited to Unemployment Insurance Benefit information, Federal Parent Locator Services information, Federal Tax information, and Social Security Association information, Contractor will provide a listing of such Authorized Persons to OTDA at intervals determined by OTDA. The contractor will ensure that this list is kept current with any additions, changes, or removal of Authorized Persons needing access.

Access to Protected Information by Authorized Persons shall be closely monitored by Contractor and shall be removed in the event such access is no longer justified by a legitimate business need or where the person separates from service. Such removal must be immediate but in no event later than the close of business on the date of the triggering event.

Notice of all such changes will be sent to:

OTDA General Counsel
40 North Pearl Street, 16C
Albany, New York 12243
(518) 474-9502
otda.GC.Notifications@otda.ny.gov

The contractor may not assign or subcontract the Agreement, its obligation or interest hereunder, without the express, written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and will constitute grounds for immediate termination of the Agreement by OTDA.

Contractor expressly represents and agrees that it will not re-disclose Protected Information provided by OTDA under this Agreement to third parties, including contractors or subcontractors, without the prior, written approval from OTDA. Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not provided for in this agreement without the express prior, written consent from OTDA.

The contractor will undertake precautions to limit access to disclosed Protected Information to Authorized Persons only. The contractor will adopt safeguards and procedures to limit dissemination only to authorized individuals with a legitimate business need/purpose related to the purpose of this project as set out in this Agreement.

11. TRAINING

The Contractor will ensure that all Authorized Persons who have access to any Protected Information for authorized purposes set forth in this Agreement have been instructed in a manner approved by OTDA regarding the confidential nature of the Protected Information, the safeguards required to protect such data, and the sanctions in applicable state, federal, and local laws, rules, regulations and/or policies for unauthorized disclosure of Protected Information. Contractor will annually sign an acknowledgement that all Authorized Persons with access to Protected Information have been instructed in a manner approved by and as set out above. Contractor will provide this acknowledgement upon request to OTDA and prior to the disclosure of any Protected Information hereunder and annually, as required, to continue the disclosure of Protected Information hereunder.

12. CONFIDENTIALITY AGREEMENTS

Contractor shall require Authorized Persons to sign a confidentiality and non-disclosure agreement provided by OTDA, found as Exhibit 1 below, in relation to access to Protected Information. Such signed agreements must be obtained prior to Authorized Persons commencing work. Contractor shall maintain such agreements for the duration of the audit period as set out in this Agreement and for the duration of any state, federal, and local laws, rules, regulations and policies applicable to the Protected Information being exchanged under this Agreement, whichever is longer, and shall provide them to OTDA upon request.

13. BACKGROUND INVESTIGATION AND FINGERPRINTING

Contractor shall have a written personnel security policy that ensures a background investigation is completed for any individual who will need access to perform his/her job duties to Protected Information with heightened compliance obligations. The policy will identify the process, steps, and timeframes for determining whether an employee may be granted access to such Protected Information. The results of the background check will be reviewed by the Contractor to determine whether the applicant is suitable for access to such Protected Information. Suitability is defined as having verified citizenship or residency and no prior criminal offense or offenses where the nature of the offense creates a risk of misuse of such Protected Information as defined within this Agreement. Written background investigation policies and procedures must be provided to OTDA for review and approval. Policies and procedures, as well as a sample of completed background investigations, must be available for inspection upon request by OTDA or its agents.

14. NOTIFICATION OF LEGAL REQUESTS

The Contractor shall immediately inform OTDA in writing upon receipt of any legal, investigatory, or other mode or method of demand (including but not limited to FOIL or FOIA requests,

electronic discovery, litigation holds, and discovery searches) for access to Protected Information that is not otherwise authorized under this Agreement and shall take and vigorously pursue all necessary legal action to prevent any disclosure including, but not limited to, moving to quash subpoenas issued for such information. The Contractor will keep OTDA's General Counsel fully and timely notified of all developments related to such legal actions and their response thereto, and provide appropriate, robust legal assistance as may be required, as requested by OTDA. The notification shall be directed to:

OTDA General Counsel
40 North Pearl Street 16 C
Albany, NY 12243
(518) 474-9502
otda.GC.Notifications@otda.ny.gov

15. REPORT OR PUBLICATION

Contractor will ensure that any study, report, publication, or other disclosure for which Protected Information shared by OTDA is the basis and which is permitted under this Agreement is limited to the reporting of aggregate, de-identified data, which means it will not contain any information that might lead to the identification of a private person or entity. OTDA shall have the right to review and approve any such study, report, publication, or other disclosure prior to disclosure or publication.

16. RETURN/DESTRUCTION OF PROTECTED INFORMATION

In the event of termination or expiration of the Agreement, Contractor shall immediately implement an orderly return of all Protected Information, whether in digital or any other form, in a mutually agreeable format at a time agreed to by the parties and/or at the direction of OTDA. Thereafter, the Contractor shall, unless otherwise advised in writing by OTDA, immediately destroy and/or sanitize, as appropriate to the medium, such data and any extracts, copies, or backups of same thoroughly and irretrievably. The method for the sanitization of data shall, at a minimum, comport with the standards set by the [NYS CISO](#) for the sanitization of data. Contractor shall thereafter certify in writing and provide proof that these actions have been completed within 30 days of termination or expiration of this Agreement or within seven days of the request of an agent, employee or officer of OTDA, at the discretion of OTDA. The Contractor will not make, retain, copy, duplicate, or otherwise use any copies of Protected Information after completion of the purpose for which the data disclosed is served without prior written permission from OTDA.

17. DATA RETENTION

Notwithstanding any other obligation under this Agreement, Contractor agrees that it will preserve the Protected

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

18. COMPLIANCE WITH INFORMATION SECURITY BREACH NOTIFICATION ACT AND OTHER LAWS

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Protected Information does and will comply with all applicable federal, state and local privacy, confidentiality, security, data protection and compliance laws, rules, regulations, policies, and directives. Contractor warrants that it will comply with the applicable New York State Information and Security Breach Notification Act and the SHIELD Act (General Business Law Section 899-aa and 899-bb; State Technology Law Section 208). The contractor ensures that it and all Authorized Persons will be in compliance with the aforementioned state, federal, and local laws, rules, regulations, policies, and directives.

19. VULNERABILITY SCANNING

The contractor must perform appropriate and required environment vulnerability scanning in accordance with Industry best practices and standards. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

OTDA, through ITS, will have the option to perform application scanning and web server scanning, as needed. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

When software vulnerabilities are revealed and addressed by a vendor patch, the Contractor will obtain the patch from the applicable vendor and categorize the urgency of application as either "critical" or "non-critical" in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of OTDA in consultation with ITS and Contractor. The contractor will apply all critical security patches, hotfixes, or service packs as they are tested and determined safe for installation after consultation with OTDA and ITS.

20. INFORMATION SECURITY INCIDENT AND INFORMATION SECURITY BREACH

If the Contractor or any Authorized Person becomes aware of or has knowledge of either any potential Information Security Incident (Security Incident) or Information Security Breach (Security Breach), then the Contractor shall within 30 minutes of becoming aware or having knowledge of any potential Security Incident or Security Breach, notify the OTDA contact listed below of the Security Incident or Security Breach via the email address noted, and OTDA will direct what further action

is necessary for response to the same. At such time, Contractor shall provide OTDA with the name and contact information for an employee of Contractor who shall serve as Contractor's primary security contact and shall be available to assist OTDA 24 hours a day, seven days per week, in keeping OTDA fully and timely notified of all developments relating to any such potential or actual Security Incident or Security Breach utilizing the following contact information:

OTDA General Counsel
40 North Pearl Street 16 C
Albany, NY 12243
(518) 474-9502
otda.GC.Notifications@otda.ny.gov

Should an Information Security Incident or Security Breach occur, immediately following the requisite notification to OTDA, Contractor shall 1) promptly investigate and utilize best efforts and IT industry best practices to determine the cause(s) of same and devise a proposed resolution and report the cause(s) and suggested remedies to OTDA; (2) promptly implement necessary remedial measures as OTDA deems necessary; (3) document responsive actions taken, including any post-incident review of events and actions taken to make changes in business practices to prevent similar instances in the future; 4) provide reports within the timeframes as requested by OTDA; 5) promptly notify OTDA of the steps taken to prevent similar instances in the future ; and 6) take any other action as may be directed by OTDA.

Notification and Assistance to Affected Persons.

Contractor shall be responsible for:

- a. Promptly notifying individuals whose Protected Information was compromised by an Information Security Breach ("Affected Persons") or, as OTDA deems appropriate, an Information Security Incident. The contractor is to first seek consultation and receive authorization from OTDA prior to issuing such notifications. OTDA shall approve the content of and the method by which such notifications must be provided (e.g., regular mail, e-mail, and/or website posting);
- b. If requested by OTDA and/or required by law, provide credit monitoring services, identity theft consultation and restoration, identity theft insurance, public records monitoring, toll free number and call center, payday loan monitoring, and any other services deemed reasonably necessary by OTDA to Affected Persons for a minimum of one year or longer, as determined by OTDA, (together referred to as "Affected Persons Assistance");
- c. Costs. The Contractor shall bear all costs associated with providing Affected Persons Assistance. OTDA may reduce any Contractor invoice by an amount attributable to the Contractor's failure to satisfactorily provide Affected Persons Assistance.

21. BUSINESS CONTINUITY AND DISASTER RECOVERY

The Disaster Recovery system shall be accessible by all users 24 hours a day, seven days a week, 365 days a year and available 99.982% of the time (uptime) per month and must not be rendered inoperable for any longer period for the purposes of maintenance, upgrades or hardware additions. OTDA will work with the Contractor to provide a listing of all essential functions related to the Agreement that must be sustained and maintained for the duration of the agreement. The Contractor shall have no less than one redundant data centers separated by at least 100 miles and on separate network fiber and separate power grids.

Contractor shall failover application to alternate hardware to perform planned maintenance, patches, code revisions, etc. to one instance, thoroughly test, then switch back to the upgraded instance before repeating the planned maintenance, patch, code revision, etc. on the second instance.

The contractor will provide OTDA with a business continuity and disaster recovery plan. This plan will include detailed precautions to minimize the effects of any disaster or interruption of service so that OTDA can rapidly continue to operate and resume mission-critical functions. OTDA will work with the Contractor to provide an analysis of business processes and continuity needs. The contractor will provide technical support staff with the skills required to interface with OTDA's application, network, hardware, and software during planning and preparation for disaster recovery and business continuity testing and/or during any declaration of an actual disaster. Minimum recovery time objective (RTO) and recovery point objective (RPO) will be determined by OTDA.

22. SUSPENSION/TERMINATION

OTDA agrees to provide Protected Information pursuant to this Agreement subject to the representations and agreements by the Contractor contained in this document. OTDA will suspend the Agreement and the further disclosure of any Protected Information hereunder if: (i) Contractor fails to comply with any provision of this Agreement or (ii) OTDA General Counsel believes in good faith that the Contractor has violated its obligations to maintain the confidentiality, privacy, security and/or compliance status of such data or limit properly limit dissemination of such data. Such suspension will continue until corrective action, approved by OTDA, has been taken. In the absence of prompt and satisfactory corrective action, OTDA may, at its sole discretion, terminate the Agreement. Upon termination, the Contractor must immediately return all Protected Information obtained by the Contractor or Authorized Persons under the Agreement pursuant to the terms and conditions of the Return/Destruction of Protected Information section within this Agreement.

23. GENERAL TERMS

In addition to suspension or termination of the Agreement as provided herein, OTDA reserves the right to undertake, without limitation, any other action under the Agreement, or state or

federal law, rule, or regulation, to enforce the Agreement and secure satisfactory corrective action and/or return and/or destruction of the Protected Information furnished hereunder, including seeking damages, penalties, and restitution from Contractor or its affiliates as permitted under law.

The Contractor's and Authorized Person's confidentiality and related assurances and obligations hereunder shall survive the termination or expiration of the Agreement.

24. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or subcontract the obligations or interests outlined in this Section of this Agreement, without

the express, prior written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and shall constitute grounds for immediate termination of the Agreement by OTDA.

25. CLOUD COMPUTING PROVISIONS

All privacy, confidentiality, security and compliance requirements set out in this Agreement shall apply to any cloud computing solution proposed for use by the Contractor to accomplish any obligation under this Agreement.

Exhibit 1

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

With regard to my work with _____(Requestor)

I, _____ am:

(INDIVIDUAL's name)

- ☐ an employee of Requestor
- ☐ a volunteer with Requestor
- ☐ a contractor of Requestor
- ☐ an employee of a contractor of Requestor
- ☐ a volunteer with a contractor of Requestor
- ☐ a subcontractor to a contractor of Requestor
- ☐ an employee of a subcontractor to Requestor
- ☐ a volunteer with a subcontractor to Requestor

and;

A. Access or Exposure Protected Information In General

I understand that as part of performing my duties as an employee, volunteer, contractor or subcontractor I may have access to, see or hear "Protected Information," which, for purposes of this agreement, shall include, but not be limited to:

1. Data or information obtained from sources outside of OTDA, such as Federal Tax Information (FTI); Federal Parent Locator Services (FPLS) information; Unemployment Insurance Benefit (UIB) information; Social Security Administration (SSA) information; and, Medicaid (MA) information.
2. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases, including but not limited to: Welfare Management System (WMS); Child Support Management System (CSMS); Automated State Support Enforcement and Tracking System (ASSETS); Benefits Issuance Control System (BICS); Cognos; Computer Output to Laser Disk (COLD) report system; and/or the Commissioner's Dashboard.
3. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy. Such data or information may include, but is not limited to: home addresses; telephone numbers; Social Security numbers; client identification numbers; payroll information; financial information; health information; and/or, eligibility and benefit information;
4. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA's information technology solutions, applications, systems, networks or data;

5. Non-final OTDA policy or deliberative data or information related to the official business of OTDA;
6. Data or information which is not otherwise required to be disclosed under the NYS Freedom of Information Law;
7. Any other material designated by OTDA as being “Confidential,” “Personal,” “Private” or otherwise “Sensitive.”

I acknowledge and agree that all Protected Information (oral, visual or written, including both paper and electronic) which I see or to which I have access shall be treated as strictly confidential and shall not be released, copied or otherwise re-disclosed, in whole or in part, unless expressly authorized by the New York State Office of Temporary and Disability Assistance (OTDA).

I understand and agree that access to and the use of Protected Information obtained in the performance of my duties shall be limited to purposes directly connected with such duties, unless otherwise provided in writing by OTDA. When access to such information or data also results in access to Protected Information or data beyond that which is necessary for the purpose for which access was granted, I agree to access only that Protected Information needed for the purpose for which access was given.

When I no longer require the use of or access to such Protected Information, whether because of termination of employment, reassignment of job duties or otherwise, I agree that I will not access or attempt to access any Protected Information, including, but not limited to any Protected Information in State systems or other sources, to which I have been given access. I will return any and all reports, notes, memoranda, notebooks, drawings, data and other Protected Information developed, received, compiled by or delivered to me in order to carry out my functions or which may be in my possession, regardless of the source of the Protected Information. Any Protected Information not returned will be catalogued, and thereafter securely scrubbed, shredded, or otherwise disposed of in accordance with New York State EISO policies [<http://www.its.ny.gov/tables/technologypolicyindex>].

I understand that federal and State law and regulation prohibit the release or disclosure of such Protected Information, in whole or part. I acknowledge and hereby agree that I will not copy, re-disclose or otherwise share Protected Information in whole or in part in any form to anyone unless I am expressly directed to do so by my supervisor and such disclosure complies with applicable federal and State law and regulation. I further understand that if I am unsure as to what information is confidential, I will immediately, and prior to any such access, use, or re-disclosure, consult with OTDA or my supervisor.

I will safeguard, and will not disclose to unauthorized parties, any user name and/or password that may be issued to me in furtherance of my access to the Protected Information unless authorized. I understand that my access to Protected Information may be revoked at any time if my responsibilities change, or for any other reason at the discretion and direction of OTDA, or my supervisor. Further, I will not facilitate access or disclosure of Protected Information to any unauthorized person or entity, whether by knowingly providing my user name and/or password or otherwise.

I will comply with all applicable Federal and State confidentiality, record security, compliance and retention laws, regulations, policies and procedures including, but not limited to, those set out in Attachment A.

I will immediately report to my supervisor any activities by any individual or entity that I have reason to believe may compromise the availability, integrity, security or privacy of the Protected Information. I will immediately notify OTDA and my supervisor of any request for Protected Information that does not come from an individual directly involved in the project.

I agree not to attach or load any hardware or software to or into any State or Requestor equipment unless properly authorized, in writing, to do so by OTDA. I will use only my access rights to, and will access only those systems, directories, and Protected Information authorized for my use by OTDA.

I will not use OTDA telecommunications, Internet, E-mail or other services or equipment for any illegal, disruptive, unethical or unprofessional activities, for personal gain, or for any purpose that could jeopardize the legitimate interests of the State or expose some or all Protected Information.

I agree not to knowingly take any actions that may intrude upon, disrupt or deny OTDA or Requestor services or the flow of any Protected Information.

I agree to store any Protected Information received in secure, locked containers or, where stored on a computer or other electronic media, in accordance with state and federal law and regulation, as well as OTDA's and New York State Office of Information Technology Services' (ITS) security policies that protects Protected Information from unauthorized disclosure.

I agree that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding this Agreement or any Protected Information shall be disseminated in any way to the public, nor shall any presentation be given regarding this Agreement without the prior written approval of OTDA.

B. Access or Exposure to Information With Heightened Obligations:

I. Child Support Information

1. I acknowledge that, through attendance at a training program provided or approved by OTDA, I have been advised of the laws, regulations, policies, and rules governing use and disclosure of child support information, including federal information (as defined below) and agree to follow the same.
2. I will not access child support information on any system maintained by New York State for any purpose other than those permitted by law, including:
 - Actions necessary to establish paternity, establish, modify or enforce orders of child support or combined orders of child and spousal support.
 - The administration of the child support program, including data and systems management.
 - Verifying child support or combined child and spousal support payments to persons in Medicaid (MA), Temporary Aid to Needy Families (TANF) or Supplemental Nutrition Assistance Program (SNAP) households as part of an eligibility determination or recertification;
 - Obtaining information about child support orders and combined orders of child and spousal support for the purpose of administering the MA, TANF or SNAP program.
 - Investigation of fraud in the MA, TANF, or SNAP program.

3. I will not access any cases, accounts, files or screens except those necessary to perform my duties.
4. I understand that all child support information I have access to, whether in paper, electronic, or other format is confidential and may not be used or disclosed for any other purpose, or be released to any party, without prior written consent of the OTDA Division of Child Support Enforcement or (if employed by a social services district) the Coordinator of the child support unit of the social services district where I am employed, or the designee of either.
5. I understand that any access, use, or disclosure for any unauthorized purpose without prior written consent as set forth in paragraph 4 shall constitute a breach of confidentiality and may result in disciplinary proceeding, criminal charges, and/or civil liability.

NOTICE: Pursuant to Social Services Law 111-v, any person who willfully discloses or permits disclosure or release of Confidential Information obtained hereunder shall be guilty of a class A misdemeanor and shall be liable to any person who incurs damages due to said disclosure in a civil action.

II. Federal Information

1. For the purposes of this Agreement, “federal information” shall mean all information obtained through the Federal Parent Locator System (FPLS), including National Directory of New Hires (NDNH), and the Federal Case Registry (FCR). The FPLS is an automated national information system which locates employment, income, asset and home address information on parents in child support cases. The NDNH contains new hire (W-4), quarterly wage (QW) and unemployment insurance (UI) information on employees in both the public and private sector. The FCR collects and maintains records provided by state child support agency registries, which include abstracts of support orders and information from child support cases. This information must be safeguarded as required by state and federal rules whether in transmission or at rest, and in both electronic and paper form. Federal information must be protected from improper disclosure in accordance with state and federal rules regardless of where it is stored or displayed, including the Automated State Support Enforcement and Tracking System (ASSETS), the Child Support Management System (CSMS), and Computer Output to Laser Disk (COLD), or a local system. Federal information that has been independently verified is no longer federal information, but remains child support information subject to Section I, above.
2. I will not access federal information for any purpose other than those permitted by law, including:
 - Actions necessary to establish paternity, establish, modify or enforce order of child support or combined orders of child and spousal support.
 - The administration of the child support program.
 - Information obtained from the NDNH or FCR may be disclosed to agencies administering plans or programs under titles IV-A, IV-B, IV-D and IV-E of the federal Social Security Act for the purpose of assisting that program to carry out its responsibilities of administering title IV-A, IV-B, IV-D and IV-E programs.
 - Certain location and employment information from the FPLS may be disclosed to locate an individual for the purposes of establishing parentage or relative foster care under titles IV-B or IV-E of the federal social security act.

3. I acknowledge that paragraphs three through five in Section B, I above, apply to use, disclosure and safeguarding of federal information.

III. Federal Tax Return Information

I have read the quoted provisions of Section 6103, 7213, 7213A and 7431 of the Internal Revenue Code contained in Attachment B of this Agreement and I understand that Section 6103 of the Internal Revenue Code imposes strict confidentiality requirements on child support enforcement personnel who have or have had access to federal tax returns or return information and that Sections 7213, 7213A and 7431 of the Internal Revenue Code impose criminal and civil penalties for unauthorized inspection or disclosure of any tax return or return information. I further understand that:

1. All tax returns and return information which the Internal Revenue Service discloses to state and local child support enforcement agencies are confidential under the terms of Section 6103(a) of the Internal Revenue Code, and may not be disclosed by any officer or employee of any state or local child support enforcement agency or other person except as authorized by Internal Revenue Code;
2. All tax returns or return information which the Internal Revenue Service discloses to state and local child support enforcement agencies may be used only for purposes of and to the extent necessary in establishing and collecting child support obligations from, and locating, individuals owing such obligations;
3. Willful unauthorized inspection or disclosure of a tax return or return information by an officer or employee of a state or local child support enforcement agency or other employees is unlawful under the terms of Section 7213 and 7213A of the Internal Revenue Code and punishable as a felony by a fine in any amount not exceeding \$5,000 or imprisonment of not more than five (5) years, or both, together with the costs of prosecution. Willful unauthorized inspection of a tax return or return information is punishable by a fine of up to \$1,000 and/or imprisonment of up to one year, together with the costs of prosecution;
4. Under the terms of Section 7431 of the Internal Revenue Code, a taxpayer may bring a civil lawsuit to recover actual and punitive damages from an officer or employee of a state or local child support enforcement agency or other person who has disclosed, whether knowingly or by reason of negligence, such taxpayer's tax return or return information in violation of the provisions of Section 6103 of the Internal Revenue Code; and
5. The civil and criminal penalties apply even if the unauthorized disclosures were made after employment has ceased with the child support agency, agents or contractors.

I understand and agree that the terms of this Agreement shall continue even when I am no longer an OTDA or Requestor employee, contractor, subcontractor, or volunteer and that I will abide by the terms of this Agreement in perpetuity.

I understand that failure to comply with these requirements may result in disciplinary action, termination, civil action and/or criminal prosecution, as well as any other penalties provided by law.

This Agreement shall be governed by the laws of the State of New York, unless otherwise required by Federal law.

(INDIVIDUAL's Signature)

(INDIVIDUAL's Printed Name)

(Entity of which INDIVIDUAL is an employee, subcontractor or volunteer)

(Date)

ATTACHMENT A

Legal and Regulatory References

The Federal and State statutory, regulatory and policy requirements related to information security, confidentiality, privacy, and compliance include the following, as amended:

Child Support

- General rules: 42 U.S.C. § 654(26); 45 C.F.R. § 303.21; SSL § 111-v; 18 NYCRR 346.1(e), 347.19
- Child Support Systems data: 42 U.S.C. § 654a, (d); 45 C.F.R. § 307.13; SSL § 111-v
- Domestic Violence Indicators: 42 U.S.C. § 653(b)(2); 42 U.S.C. § 654(26)(e); SSL § 111-v
- Federal and State Case Registry: 42 U.S.C. §§ 653(h), (m); 42 U.S.C. § 654a(e)
- Federal Parent Locator Service/State Parent Locator Service: 42 U.S.C. §§ 653(b), (l), (m); 42 U.S.C. § 654(8); 42 U.S.C. § 663; SSL § 111-b(4)
- Financial Institution records: 42 U.S.C. § 666(a)(17); 42 U.S.C. § 669a(b); SSL § 111-o
- Government Agency and Private records: 42 U.S.C. § 666(c)(1)(D); SSL § 111-s
- IRS and State Tax Information: 26 U.S.C. § 6103(p)(4)(C); 26 U.S.C. §§ 6103(l)(6), (8); 26 U.S.C. § 6103(l)(10)(B); NY Tax Law §§ 697(e)(3), 1825; SSL § 111-b(13)(b); See also [IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies](#)
- The most current Corrective Action Plan, and any updates, prepared in response to the most recent IRS Security Review Report, and any future IRS Security Review Reports
- The most current Security Agreement, Security Addendum and attached Plan of Actions and Milestones, and any amendments, executed by OTDA and ITS
- New Hires Data: 42 U.S.C. § 653(i); 42 U.S.C. § 653a(h); SSL § 111-m

Public Assistance

- Public Assistance Application Information and Public Welfare Records: SSL § 136
- Fair Hearing Records: 45 C.F.R. § 205.10(a)(19); 18 NYCRR 358-3.7; 18 NYCRR 358-4.3; 18 NYCRR 358-5.11(b); 18 NYCRR 387.2(j)
- General rules: 42 USC § 602(a)(1)(A)(iv); 45 C.F.R. 205.50, SSL §§ 20(3)(h) and (i) and 136; 18 NYCRR Part 357 & § 358–5.11; [2021 - 2023 TANF State Plan](#)
- IRS and State Tax Information: 26 U.S.C. § 6103; SSL § 23; 136-a(2); NY Tax Law § 697(e)(3); See also [IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies](#)
- Welfare Management System (WMS) data: SSL §§ 21(2)-(5)
- Income and Eligibility Verification System (IEVS): 42 USC §§ 1320 b-7 (a)(4) & (5), (c)
- Substance Abuse Confidentiality: 42 U.S.C. § 290 dd-2
- Mental Health Confidentiality: Mental Hygiene Law § 33.13
- Unemployment Insurance Benefits (UIB): 42 U.S.C. § 1320-b7; 20 CFR § 603; NYS Labor Law § 537
- Domestic Violence Residential and Non-Residential Programs: 18 NYCRR §§ 452.10 and 462.9

Home Energy Assistance Program (HEAP)

- General Rules: [2021-2022 HEAP State Plan](#), § 17.6
- General Rules: [2021-2023 LIHWAP State Plan](#), § 12.6

Division of Disability Determinations

- Confidentiality: 20 C.F.R. § 404.1631, 20 C.F.R. §416.1031 and 20 C.F.R. Chapter 3, Part 401, Subpart C

Supplemental Security Income (SSI) Additional State Payments

- Confidentiality: 18 NYCRR §§ 398-13.1 through 13.4
- File Retention: 18 NYCRR § 398-14.1

Medical Assistance

- General rules: 42 U.S.C. § 1396a (a)(7), amended by Pub. L. No. 113-67, 127 Stat. 1165 (2013); 42 C.F.R. § 431.300 et seq.; SSL §§ 136, 367-b(4), 369(4); 18 NYCRR 357.1 – 357.6; 18 NYCRR 360-8; Public Health Law § 2782 (AIDS information)
- HIPAA regulations: 45 C.F.R. pt. 160; 45 C.F.R. pt. 164

Supplemental Nutrition Assistance Program (SNAP)

- General Rules: 7 U.S.C. § 2020(e)(8); 7 C.F.R. § 272.1(c); 7 C.F.R. § 278.1(q); 18 NYCRR 387.2(j)

Shelters for Adults

- Personal, social, financial, and medical records: 18 NYCRR § 491.7(d)
- Resident right to have private written and verbal communications with legal representatives, legal counsel, medical providers, social workers, and any other service providers or persons authorized by the social services district: 18 NYCRR § 491.12(c)(5)
- Records and reports: 18 NYCRR § 491.19
- Confidentiality of HIV and AIDS related information: 18 NYCRR § 491.20

Shelters for Families with Children

- Personal, social, financial and medical records: 18 NYCRR § 900.7(d)
- Resident right to have private written and verbal communications with legal representatives, legal counsel, medical providers, social workers, and any other service providers or persons authorized by the social services district. 18 NYCRR § 900.12(c)(5)
- Records and reports: 18 NYCRR § 900.19
- Confidentiality of HIV and AIDS related information: 18 NYCRR § 900.20
- Confidential Nature of Records: 18 NYCRR § 357

Refugee Programs

- Safeguarding and sharing of information: 45 C.F.R. § 400.27

Emergency Rental Assistance Program

- Reporting and Privacy: § 501(g) of the Consolidated Appropriations Act, 2021
- Confidentiality of records: § 6 of Subpart A of Part BB of Chapter 56 of the Laws of 2021 as amended by Chapter 417 of the Laws of 2021

Landlord Rental Assistance Program

- Confidentiality of records. § 6 of Subpart A of Part BB of Chapter 56 of the Laws of 2021 as amended by Chapter 417 of the Laws of 2021

General Information Security, Confidentiality, Privacy and Compliance

- Security and Privacy Controls for Federal Information Systems and Organizations: NIST Special Publication 800-53 Revision 4 and Revision 5, available at [NIST Special Publications](#)
- Digital Identity Guidelines: NIST Special Publication 800-63 Revision 3; NIST Special Publication 800-63A, available at [NIST Special Publications](#)
- Contingency Planning Standard: NIST Special Publication 800-34 Revision 1, available at [NIST Special Publications](#)
- Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations: NIST Special Publication 800-171 Revision 2, available at [NIST Special Publications](#)
- Safeguarding SSA Provided Electronic Information: The most current Social Security Administration Technical System Security Requirements (TSSR) (synonymous with the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration)

Other Statutes and Policies

- Criminal Offenses involving Computers (including governmental and personal records): NY Penal Law art. 156
- Freedom of Information Law: NYS Public Officers Law, Article 6, §§ 84 – 90
- Information Security Breach and Notification Act and the SHIELD Act: State Technology Law §§ 201-208; NYS General Business Law §§ 899-aa and 899-bb
- Personal Privacy Protection Law: NYS Public Officers Law, Article 6-A, §§ 91 – 99
- State Archives and Records Administration: Arts and Cultural Affairs Law §§ 57.05 and 57.25
- [New York State Information Technology Policies, Standards, and Guidelines](#)

ATTACHMENT B

Internal Revenue Code (IRC) Section 6103(l)(6) provides:

The Secretary of Health and Human Services shall disclose return information to State and local child support enforcement agencies only for purposes of, and to the extent necessary in, establishing and collecting child support obligations from, and locating, individuals owing such obligations.

IRC Section 6103 imposes strict confidentiality requirements on child support enforcement personnel who have access to federal tax returns or return information. IRC Section 6103(a) provides: Returns and return information shall be confidential, and except as authorized by this title:

- (1) no officer or employee of the United States,
- (2) no officer or employee of any State or of any local child support enforcement agency who has or had access to returns or return information under this section, and
- (3) no other person (or officer or employee thereof) who has or had access to returns or return information under subsection (e)(1)(D)(iii), subsection (k)(10), paragraph (6), (10), (12), (16), (19), (20), or (21) of subsection (l), paragraph (2) or (4)(B) of subsection (m), or subsection (n),

shall disclose any return or return information obtained by him in any manner in connection with his service as such an officer or an employee or otherwise or under the provisions of this section. For purposes of this subsection, the term “officer or employee” includes a former officer or employee. IRC Sections 7213, 7213A and 7431 impose criminal and civil penalties for unauthorized disclosure or inspection of any tax return or return information:

Criminal Penalty - Section 7213(a)(2), provides that an unauthorized disclosure of return or return information shall be a felony punishable by up to 5 years imprisonment and \$5,000 fine:

- (2) State and other employees - It shall be unlawful for any officer, employee, or agent, or former officer, employee, or agent, of any State (as defined in Section 6103(b) (5)), or any local child support enforcement agency willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in Section 6103(b)) acquired by him or another person under subsection (1) (6) or (1) (10) of Section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

Criminal Penalty - Section 7213A(a)(2), provides that it shall be unlawful for any person willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of Section 6103 referred to in Section 7213(a)(2). Section 7213A(b) further provides that any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

Civil Penalty - Section 7431, provides that a taxpayer may bring a civil action to recover actual and punitive damages from a person who discloses the taxpayer’s tax return or return information in violation of the provisions of Section 6103:

- a) In General - (2) . . . If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such a person in a district court of the United States.
- c) Damages - In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of--
- (1) the greater of--
 - (A) \$1,000 for each act of unauthorized disclosure of a return or return information with respect to which such defendant is found liable, or
 - (B) the sum of--
 - (i) the actual damages sustained by the plaintiff as a result of such unauthorized disclosure, plus
 - (ii) in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus
 - (2) the costs of the action.

Appendix C

Offeror's Certified Statements

Forms Production and Delivery IFB

(Mandatory Submission: to be completed and included in the Proposal documents)

1. Information with regard to the Offeror:

- A. Provide the Offeror's name, address, telephone number, and fax number.

Name: _____

Address: _____

City, State, ZIP Code: _____

Telephone Number (including area code): _____

Fax Number (including area code): _____

- B. Provide the name, address, telephone number, and email address of the Offeror's Primary Contact with OTDA with regard to this proposal.

Name: _____

Address: _____

City, State, ZIP Code: _____

Telephone Number (including area code): _____

Email Address: _____

- C. Provide the name, address, telephone number, and email address of the person authorized to bind the Offeror contractually, if different from (B).

Name: _____

Address: _____

City, State, ZIP Code: _____

Telephone Number (including area code): _____

Email Address: _____

- D. Provide the name, address, telephone number, email address, place of principal employment and occupation of any person authorized to represent the Offeror. This requirement applies not only to the Offeror's employees involved in the submission of the proposal, but also to every individual or organization employed or designated by the Offeror to attempt to influence the procurement process. If there is no one, state that. This information must be updated if, after the Deadline for Submission of Proposals, the Offeror retains an individual or organization to attempt to influence the procurement process. Indicate also whether the individual or organization has a financial interest in the procurement.

Name: _____

Address: _____

City, State, ZIP Code: _____

Telephone Number (including area code): _____

Email Address: _____

Place of Principal Employment: _____

Occupation: _____

This individual/organization has a financial interest in the procurement:

___ Yes ___ No

No such individual/organization is authorized to represent the Offeror:

___ Yes ___ No

2. Mandatory Requirements to Propose (Section II.C.):

| | |
|---|-----------------|
| A. The Offeror certifies that it has performed in continuous operation for at least the past three (3) years the type of services required in this IFB. | ___ Yes ___ No* |
| B. The Offeror certifies that it has fulfilled services similar in projected volume and frequency, as identified in Appendix P, to the services required in this IFB. This requirement can be met through one or more previous contracts if the size and scope of multiple contracts were performed concurrently. | ___ Yes ___ No* |

3. Offeror's Acknowledgement of Proposal Requirements:

Please note: any alteration of any language contained in this section may render your proposal non-responsive.

| | |
|---|-----------------|
| A. The proposal, including the Technical, Administrative, and Cost Proposals, constitutes a firm and irrevocable offer for a period of 365 days from the date of submission to OTDA. | ___ Yes ___ No* |
| B. By submission of a proposal, the Offeror agrees not to make any claims for or have any right to any damages because of any misrepresentations or misunderstanding of the specifications or because of lack of information. | ___ Yes ___ No* |
| C. The Offeror attests that its performance of services outlined in this solicitation does not and will not create a conflict of interest with, nor position the Offeror to breach any other Agreement currently in force with the State of New York. | ___ Yes ___ No* |

| | |
|--|-----------------|
| D. The Offeror certifies that all information disclosed to the OTDA is complete, true, and accurate with regard to Conflicts of Interest. | ___ Yes ___ No* |
| E. The Offeror certifies that all information disclosed to the OTDA is complete, true, and accurate with regard to investigations or disciplinary actions by the NYS Commission of Public Integrity or its predecessor(s) (collectively, "Commission"). | ___ Yes ___ No* |
| F. The Offeror certifies that all information disclosed to OTDA is complete, true, and accurate with regard to employment of Former State Employees. | ___ Yes ___ No* |
| G. The Offeror certifies that it can and will provide and make available, at a minimum, all services as described in the IFB if selected for award. | ___ Yes ___ No* |
| H. The Offeror certifies that staff provided to perform Services possesses the necessary integrity and professional capacity to meet OTDA's reasonable expectations. Subsequent to the commencement of Services, whenever the successful Offeror becomes aware, or reasonably should have become aware, that any staff member(s) providing Services to OTDA no longer possesses the necessary integrity or professional capacity, the Offeror agrees to immediately discontinue the use of such staff and notify OTDA. | ___ Yes ___ No* |
| I. The successful Offeror agrees to undertake a background investigation of any new/replacement staff during the term of the Agreement resulting from this IFB. | ___ Yes ___ No* |
| J. The Offeror certifies that it will maintain records related to the background investigations performed for the term of the Agreement resulting from this IFB. | ___ Yes ___ No* |
| K. The Offeror certifies that all information provided in connection with its proposal is true and accurate. | ___ Yes ___ No* |

| | |
|---|-----------------|
| L. The Offeror has read, understands, and accepts all provisions of Appendix A – Standard Clauses for NYS Contracts. Appendix A contains important information related to the contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the contract entered into between OTDA and the selected Offeror. By submitting a response to the IFB, the Offeror agrees to comply with all the provisions of Appendix A. | ___ Yes ___ No* |
| M. The Offeror's Legal representation has reviewed and understands Appendix T (Draft Agreement), and the Offeror is willing to enter into an Agreement substantially in accord with the terms of Appendix T (Draft Agreement), should the Offeror be selected for contract award. | ___ Yes ___ No* |
| N. The Offeror agrees that OTDA shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractor(s) of the Offeror prior to their performance of services under the Agreement. | ___ Yes ___ No* |
| O. The Offeror agrees that it shall be fully responsible for performance of work by its staff and by the subcontractor's staff. OTDA reserves the right to request removal of any Offeror staff or subcontractor's staff if, in OTDA's discretion, such staff is not performing in accordance with the Agreement. | ___ Yes ___ No* |

* A "No" response in Sections 2 or 3 of this Appendix will result in disqualification.

4. Information Required:

A. The Offeror is (check as applicable):

- ☐ A New York State Certified Minority-Owned Business Enterprise
- ☐ A New York State Certified Woman-Owned Business Enterprise
- ☐ A New York State Certified Minority- and Woman-Owned Business Enterprise (Dual Certified)
- ☐ A New York State Certified Service-Disabled Veteran-Owned Business Enterprise
- ☐ None of the above

B. Provide the name, title, address, telephone number, and email address of the person authorized to receive Notices with regard to the Contract entered into as a result of this procurement. See Article 6 of the Draft Agreement (Appendix T), Notices.

Name: _____

Title: _____

Address: _____

City, State, ZIP Code: _____

Telephone Number (including area code): _____

Email Address: _____

C. Offeror's Taxpayer Identification Number: _____

D. Offeror's NYS Vendor Identification Number: _____

By my signature on this Appendix C, I certify that I am authorized to bind the Offeror contractually.

Typed or Printed Name of Authorized Representative of the Offeror

Title/Position of Authorized Representative of the Offeror

Signature of Authorized Representative of the Offeror

Date

Appendix E

Administrative Forms

Administrative Forms Checklist

To Be Provided with Offeror's Proposal

Vendor Standard Response Forms:

- ☐ Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia – EO 16 Certification
- ☐ MacBride Fair Employment Principle
- ☐ Prohibiting Contracts with Entities that Support Discrimination – EO 177 Certification
- ☐ Sexual Harassment Prevention Certification – State Finance Law §139-I
- ☐ Vendor Responsibility Questionnaire, certified within six (6) months of the Proposal due date (filed and certified online)
 - ☐ If Vendor Responsibility Questionnaire was not completed and certified online, check here and attach a paper copy.
- ☐ Non-Collusive Bidding
- ☐ Offeror Disclosure of Non-Responsibility Determinations
- ☐ Procurement Lobbying Act Offeror's Certification of Affirmation of Understanding and Agreement pursuant to SFL § 139-j and k
- ☐ Contractor's Certification/Acknowledgement/Understanding
- ☐ Offeror Assurance of No Conflict of Interest or Detrimental Effect (Offeror, Subcontractors, Consultants)
- ☐ Subcontractor and Supplier Identification Form

M/WBE Participation Requirements:

- ☐ Form OTDA-4934 – Staffing Plan
- ☐ Form OTDA-4937 – M/WBE Utilization Plan
- ☐ Form OTDA-4938 – M/WBE Subcontractors and Supplies Letter of Intent to Participate
- ☐ Form OTDA-4976 – M/WBE Goal Requirements Certification of Good Faith Efforts
- ☐ Form OTDA-4969 – Request for Waiver Form (if applicable)
- ☐ Form OTDA-4970 – Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement

SDVOB Participation:

- ☐ Form SDVOB-100 – SDVOB Utilization Plan
- ☐ Form SDVOB-200 – Application for Waiver of SDVOB Participation Goal (If applicable)

The Following Will Be Required from the Selected Offeror Within 48 Hours of Notification

Sales and Compensating Use Tax Certification¹

- ☐ ST-220 CA, Sales and Compensating Use Tax Certification

Workers' Compensation Documentation – Appendix I

- ☐ Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carrier (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 in Workers' Compensation Group Self-Insurance); or
- ☐ Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Disability Documentation – Appendix I

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

Other Insurances – Appendix I

- ☐ Commercial General Liability Insurance
- ☐ Commercial Automobile Liability Insurance
- ☐ Professional Liability Insurance
- ☐ Crime Insurance
- ☐ Umbrella and Excess Liability Insurance

The Following M/WBE Quarterly and SDVOB Monthly Reports Will Be Required from the Selected Offeror

- ☐ Form OTDA-4968 – MWBE Quarterly Compliance Report (if goals apply)
- ☐ Form OTDA-4971 – Workforce Utilization Report
- ☐ Form SDVOB-101 – Contractor's Monthly SDVOB Compliance Report (if goals apply)

¹ The selected Offeror must file a properly completed Form ST-220-CA (with OTDA as the Contracting Agency within 48 hours of notification of selection of award) and Form ST-220-TD (with the DTF).

Certification Under Executive Order No. 16

Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the Bidder, by submission of this bid certifies that it, or any individual or legal entity in which the Bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder, either: (answer yes or no to one or both of the following, as applicable),

1. Has business operations in Northern Ireland:

Yes ____ or No ____

If yes:

2. Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and shall permit independent monitoring of their compliance with such Principles.

Yes ____ or No ____

Signature: _____

Prohibiting Contracts with Entities That Support Discrimination

EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status, or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion, or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296 (11) of the New York State Human Rights Law.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

Sexual Harassment Prevention Certification

State Finance Law §139-I requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law."

Contractor: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Bids that do not contain the certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a signed statement with their bid detailing the reasons why the certification cannot be made.

New York State Vendor Responsibility Non-Construction For-Profit Questionnaire

The Office of Temporary and Disability Assistance recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System; however, vendors may choose to complete and submit a paper questionnaire.

To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.ny.gov/vendrep/vendor_index.htm or go directly to the VendRep System Online at <https://onlineservices.osc.state.ny.us>.

Please check one of the following:

- ☐ A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months.
- ☐ A Vendor Responsibility Questionnaire is attached to this Bid/Proposal.

Non-Collusive Bidding Certification Required by Section 139-D of State Finance Law

Section 139-D. Statement of Non-Collusion in Bids to the State:

By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where 1, 2, and 3 above have not been complied with; provided however, that if in any case the Bidder(s) cannot make the foregoing certification, the Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

[Affix addendum to this page if space is required for statement.]

Subscribed to under penalty of perjury under the laws of the State of New York, this

____ day of _____, 20____ as the act and deed of said corporation or partnership.

Exhibit 1: Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Title: _____

If applicable, Responsible Corporate Officer:

Name: _____

Title: _____

Signature: _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal Name (Person/Firm/Corporation)

By:

Name

Title

Street Address

City

State

Legal Name (Person/Firm/Corporation)

Name

Title

Street Address

City

State

Offeror Disclosure of Prior Non-Responsibility Determinations (Procurement Lobbying Act)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

No

Yes

If yes, please answer the next questions.

2. Was the basis for the finding of non-responsibility due to violation of State Finance Law §139-j?

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the provision of false or incomplete information?

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

Signature: _____

Date: _____

Name: _____

Title: _____

Procurement Lobbying Act

Offeror's Certification and Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j and k

Offeror affirms that it understands and agrees to comply with the New York State procedures relative to permissible contacts as required by State Finance Law §139-j. (<https://www.nysenate.gov/legislation/laws/STF/139-J>)

By: _____

Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offeror Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

(<https://www.nysenate.gov/legislation/laws/STF/139-K>)

Authorized Signature: _____

Contractor's Certification/Acknowledgements/Understanding

Contractor's Acknowledgement of Understanding of Post-Employment Provisions

The Authorized Signatory of the Contractor acknowledges that he/she has the authority to sign on behalf of the Contractor, has read and understands the provisions applicable to post-employment restrictions affecting former State officers and employees, and agrees to abide by the Provisions of the Public Officer's Law during the term of the Agreement.

Contractor's Disclosure of Any Existing and/or Contemplated Conflict of Interest

Have you any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, of affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Contractor or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this Agreement?

Yes ____ No ____

If your answer to the above is "Yes", please attach a written explanation, include a statement with your Agreement documents describing how your Staffing Firm would eliminate or prevent the Conflict of Interest. Indicate what procedures will be followed to detect, notify OTDA of, and resolve any such conflicts.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to Conflicts of Interest.

Contractor's Disclosure of Former State Employees

Do you employ and/or use any subcontractors who are former employees of OTDA that will be assigned to perform services under this Agreement?

Yes ____ No ____

If your answer to the above is "Yes", please attach a written statement identifying any/all employees and/or subcontractors who are former employees of OTDA that will be assigned to perform services under this Agreement, include a description of their work duties, and the dates of their employment.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to Former State Employees.

Contractor's Disclosure of Any Investigation or Disciplinary Action by the New York State Commission on Public Integrity or its Predecessor State Entities (Collectively, "Commission")

Have you or any of your members, shareholders of 5% or more, parents, affiliates, or subsidiaries, been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission")?

Yes ____ No ____

If your answer to the above is "Yes", please attach a written explanation; include a statement with your Proposal providing a brief description indicating how any matter before the Commission was resolved, or whether it remains unresolved.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to investigations or disciplinary actions by the Commission.

Contractor's Agreement to Notify OTDA of Potential Future Conflicts

By signature below, the Authorized Signatory of the Contractor, certifies that he/she will notify OTDA of any/all new potential conflicts of interest and any/all new contractor staff that are prior OTDA employees during the term of the contract, prior to hiring of said individual, and will complete and submit an updated version of this form to OTDA at the time of becoming aware of any such new potential conflicts of interest, and of any/all new contractor or subcontractor staff that are prior OTDA employees.

The Signature Below Indicates Certification/Acknowledgement/Understanding of Each of the Above

Authorized Signatory: _____

Date: _____

Printed Name: _____

Title:

Contract Number: _____

Offeror Assurance of No Conflict of Interest or Detrimental Effect

The Offeror proposing to provide services pursuant to this solicitation, as Contractor, Joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor, position the Offeror to breach any other Agreement currently in force with the State of New York.

Furthermore, the attests that it will not act in any manner that is detrimental to any State project on which the Offeror is rendering services. Specifically, the Offeror attests that:

1. The fulfillment of obligations by the Offeror, as proposed in the response, does not Violate any existing Contracts or Agreements between the Offeror and the State.
2. The fulfillment of obligations by the Offeror, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Offeror has with regard to any existing Contracts or Agreements between the Offeror and the State.
3. The fulfillment of obligations by the Offeror, as proposed in the response, does not and will not compromise the Offeror's ability to carry out its obligations under any existing Agreements between the Offeror and the State.
4. The fulfillment of any other contractual obligations that the Offeror has with the State will not affect or influence its ability to perform under any Agreement with OTDA resulting from this RFP.
5. During the negotiation and execution of any Agreement resulting from this RFP, the Offeror will not knowingly take any action or make any decision which creates a Potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another.
6. In fulfilling obligations under each of its State contracts, including any Agreement which results from this RFP, the Offeror will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another.
7. No former officer or employee of the State who is now employed by the Offeror, nor any former officer or employee of the Offeror who is now employed by the State, has played a role with regard to the administration of this procurement in a manner that may violate section 73(8)(a) of the State Ethics Law.
8. The Offeror has not and shall not offer to any employee, member, or director of OTDA any gift, whether in the form of money, service, loan, travel, entertainment,

hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member, or director, or could reasonably be expected to influence said employee, member, or director in the performance of the official duty of said employee, member, or director or was intended as a reward for any official action on the part of said employee member, or director.

Offerors responding to this RFP should note that OTDA recognizes that conflicts may occur in the future because an Offeror may have existing or new relationships. OTDA will review the nature of any such new relationship and reserves the right to terminate the Agreement for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: _____

Date: _____

Name: _____

Title: _____

Note: This form must be signed by an authorized executive or legal representative (person that is authorized to bind the Offeror contractually).

Subcontractor and Supplier Identification Form

Instructions:

The Subcontractor and Supplier Identification Form must be submitted with any bid, proposal, or proposed contract. This form must contain a detailed description of the supplies and/or services to be provided by each Subcontractor or Supplier utilized under the contract. Offerors must indicate by checking the box(es) below which business designation(s) each listed Subcontractor/Supplier meets. Attach additional sheets if necessary. Failure to submit this form may result in the Offeror's application being deemed non-responsive.

Identify **ALL** subcontracting and supplier purchasing opportunities.

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State Small Businesses and New York State Certified Service-Disabled Veteran-Owned Businesses (SDVOBs) in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Offerors need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use New York State Certified Minority- and Women-Owned Business Enterprises (MWBES) in purchasing commodities that are of equal quality and functionality, and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize MWBES, consistent with current State law.

Public Procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Offeror Information:

| | |
|--------------------------|--|
| Name: | |
| Address: | |
| Email: | |
| Telephone #: | |
| Federal ID #: | |
| Region/Location of Work: | |

| | |
|----------------------------------|--|
| Procurement Title or Contract #: | |
|----------------------------------|--|

Subcontractor/Supplier Information:

Vendor 1:

| | |
|--|--|
| Business Name: | |
| Address: | |
| Email: | |
| Telephone #: | |
| Federal ID #: | |
| Business Designation (check all that apply): | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> NYS Small Business |
| Detailed Description of Service/ Product to be Provided: | |
| Estimated Dollar Value of Subcontract (over the term of the contract): | |

Vendor 2:

| | |
|--|--|
| Business Name: | |
| Address: | |
| Email: | |
| Telephone #: | |
| Federal ID #: | |
| Business Designation (check all that apply): | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> NYS Small Business |
| Detailed Description of Service/ Product to be Provided: | |

| | |
|--|--|
| Estimated Dollar Value of Subcontract (over the term of the contract): | |
|--|--|

Vendor 3:

| | |
|--|--|
| Business Name: | |
| Address: | |
| Email: | |
| Telephone #: | |
| Federal ID #: | |
| Business Designation (check all that apply): | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> NYS Small Business |
| Detailed Description of Service/ Product to be Provided: | |
| Estimated Dollar Value of Subcontract (over the term of the contract): | |

Preparer's Information:

| | |
|--------------|--|
| Name: | |
| Title: | |
| Email: | |
| Telephone #: | |
| Date: | |
| Signature: | |



Division of Minority
and Women's
Business Development

Your MWBE Utilization and Reporting Responsibilities Under Article 15-A

The New York State Contract System ("NYSCS") is your one stop tool compliance with New York State's MWBE Program. It is also the platform New York State uses to monitor state contracts and MWBE participation.


GETTING STARTED

To access the system, you will need to login or create a user name and password at <https://ny.newnycontracts.com>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to your contract's project manager. For verification, in the email, include your business name and contact information.

VENDOR RESPONSIBILITIES

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MWBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support >>** link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on

all features of the NYSCS. You may also click on the  icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the "Knowledge Base" through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com>).

For more information, contact your project manager.

SDVOB UTILIZATION PLAN

☐ Initial Plan ☐ Revised plan Contract/Solicitation # _____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

| BIDDER/CONTRACTOR INFORMATION | | SDVOB Goals In Contract |
|---|----------------|-------------------------|
| Bidder/Contractor Name: | NYS Vendor ID: | % |
| Bidder/Contractor Address (Street, City, State and Zip Code): | | |

| | |
|-------------------------------------|--------------------------------|
| Bidder/Contractor Telephone Number: | Contract Work Location/Region: |
|-------------------------------------|--------------------------------|

| |
|-----------------------------|
| Contract Description/Title: |
|-----------------------------|

CONTRACTOR INFORMATION

| | | | |
|--------------------------|-----------------------------|-------------------|-------|
| Prepared by (Signature): | Name and Title of Preparer: | Telephone Number: | Date: |
|--------------------------|-----------------------------|-------------------|-------|

| |
|----------------|
| Email Address: |
|----------------|

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

| | |
|------------------------------------|--|
| SDVOB Subcontractor/Supplier Name: | |
|------------------------------------|--|

| | | |
|---|-----------------------------|----------------|
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
|---|-----------------------------|----------------|

| | |
|----------|----------------|
| Address: | Email Address: |
|----------|----------------|

| |
|--|
| Detailed description of work to be provided by subcontractor/supplier: |
|--|

| |
|---|
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% |
|---|

| | |
|------------------------------------|--|
| SDVOB Subcontractor/Supplier Name: | |
|------------------------------------|--|

| | | |
|---|-----------------------------|----------------|
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
|---|-----------------------------|----------------|

| | |
|----------|----------------|
| Address: | Email Address: |
|----------|----------------|

| |
|--|
| Detailed Description of work to be provided by subcontractor/supplier: |
|--|

| |
|---|
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% |
|---|

FOR OTDA USE ONLY

| | | | |
|----------------------------|-----------------------------------|--|---|
| OTDA Authorized Signature: | <input type="checkbox"/> Accepted | <input type="checkbox"/> Accepted as Noted | <input type="checkbox"/> Notice of Deficiency |
| NAME (Please Print): | SDVOB %/\$ _____ | Date Received: | Date Processed: |

| |
|-----------|
| Comments: |
|-----------|

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf

Note: All listed Subcontractors/Suppliers will be contacted and verified by OTDA

ADDITIONAL SHEET

| | |
|--------------------------------|--------------------------------------|
| Bidder/Contractor Name: | Contract/Solicitation # _____ |
|--------------------------------|--------------------------------------|

| | | | |
|---|--|-----------------------------|----------------|
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | Telephone No.: |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | Telephone No.: |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | Telephone No.: |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | Telephone No.: |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | Telephone No.: |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |

CONTRACTOR'S MONTHLY SDVOB COMPLIANCE REPORT (DUE ON THE 7TH DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE SDVOB GOALS ON THE CONTRACT)

Contract No.: _____

| | | | | | | |
|---|--|--|--|--|-------------------|-------|
| Contractor/Vendor Name, Address and Phone No.: | Contractor/Vendor Federal ID No.: | | SDVOB Goals | | Reporting Period | |
| | Description of Project: | | % | | Month | Year |
| | | | | | | |
| Firm Name, Address and Phone Number (List All Firms) | Description of Work or Supplies Provided | Designation | | Payment This Month | Contract Amount | |
| Federal ID No.: | | <input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract | <input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract | <input type="checkbox"/> No Payment This Month | | |
| Federal ID No.: | | <input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract | <input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract | <input type="checkbox"/> No Payment This Month | | |
| Federal ID No.: | | <input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract | <input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract | <input type="checkbox"/> No Payment This Month | | |
| Federal ID No.: | | <input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract | <input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract | <input type="checkbox"/> No Payment This Month | | |
| <div style="display: flex; justify-content: space-between;"> <div>_____ Signature</div> <div>_____ Print Name and Title</div> <div>_____ Date</div> </div> | | | | | | |
| Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract. | | | | | For OTDA Use Only | |
| | | | | | Reviewed By: | Date: |

APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL

(must be submitted before requesting final payment on the Contract)

Section 1: Basic Information

| | | | |
|------------------------|--|--------------------------------|--|
| Contractor's Name: | | Federal Identification Number: | |
| Street Address: | | E-Mail Address: | |
| City, State, Zip Code: | | Telephone: | |
| Contract Number: | | SDVOB CONTRACT GOALS | |
| | | % | |

Section 2: Type of SDVOB Waiver Requested

| | | | |
|--------------------------------|----------------------------------|---|---|
| <input type="checkbox"/> Total | <input type="checkbox"/> Partial | If partial waiver, please enter the revised SDVOB percentage: | % |
|--------------------------------|----------------------------------|---|---|

Please explain the reason for the waiver request:

Section 3: Supporting Documentation

Provide the following documentation as evidence of your good faith efforts to meet the SDVOB goals set forth in the contract and in support of your waiver application:

- ☐ **Attachment A.** Copies of solicitations to SDVOBs and any responses thereto.
- ☐ **Attachment B.** Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- ☐ **Attachment C.** Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OTDA with certified SDVOBs whom OTDA determined were capable of fulfilling the SDVOB goals set forth in the contract.
- ☐ **Attachment D.** Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- ☐ **Attachment E.** Other information deemed relevant to the request.

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote SDVOB participation pursuant to the SDVOB requirements set forth under the solicitation or Contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

| | |
|--|-------|
| Prepared By: (Signature) | Date: |
| Name and Title of Preparer (Print or Type) | |

| For OTDA Use Only | |
|---|-------|
| Reviewed By: | Date: |
| Decision: <input type="checkbox"/> Full SDVOB waiver granted <input type="checkbox"/> Partial SDVOB waiver granted; revised SDVOB goal: _____ % <input type="checkbox"/> SDVOB waiver denied | |
| Approved By: | Date: |
| Date Notice of Determination Sent: | |
| Comments | |

Appendix G

Glossary

Forms Production and Delivery IFB

Artwork: A digital file (PDF) of the document to be produced.

Carbonless Snap Set Forms: Multi-part Carbonless forms with a glued, perforated stub that allows parts of the form to be pulled out of the sets. The stubs may or may not contain line holes.

Coated Back (CB): Bond grade paper coated with microencapsulated dye on the backside of the paper. This paper reacts to pressure, such as handwriting, by releasing dye from the microcapsules that react with the clay and resin on coated front (CF) paper to produce an image in the shape of the pressure applied. Minimum of 15 lb.

Coated Front (CF): Bond paper coated with resin and clay on the front side of the paper. This paper reacts with dye released by pressure from the coated back (CB) paper to produce an image in the shape of the pressure applied. Minimum of 15 lb.

Coated Front & Back (CFB): Bond grade paper that is coated with resin and clay on the front side of the paper. This paper reacts to pressure, such as handwriting, by releasing dye from the microcapsules that react with the clay and resin on coated front (CF) paper to produce an image in the shape of the pressure applied. Minimum of 14 lb.

Continuous Pinfeed Forms: Single or multi-part carbonless forms manufactured from a continuous web not cut into individual forms prior to use. Continuous forms are joined together at the page head and foot with a perforation between each set. These forms have a perforated stub on each side with line holes used to carry them through the printer. Also referred to as "pin-feed" forms

Crash Numbering: Consecutive numbering on a form that uses carbon or the carbonless characteristics of the paper to transfer an image made by impact of the numbering machines on the first part to all other parts of the form.

Dry Snap Books: Upright or oblong books between 2 and 25 sheets bound together by a thin glue-line along the left side. Glue-line must not exceed 3/16".

Form Number: Unique alphanumeric number assigned by OTDA to a specific document for control and management.

Hard Proof: Physical sample of the document printed on an output device other than the printing press the job will be run on.

Oblong: Term used to describe printed books that are bound on the short side.

Overrun: When the total copies of printed material produced is above the quantity ordered.

Page: One side (face or back) of a piece of paper which contains print.

Pantone Matching System (PMS) is a standardized ink color identifying and matching system for specifying custom-mixed ink colors for commercial printers. Also commonly referred to as "PMS colors" or "spot colors."

Part(s): Both sides of a piece of paper that may or may not contain print. Also called sheet(s).

Per M: The Roman numeral for 1,000. Forms are usually quoted price “Per M”.

Perforating: Punching small holes or slits in a sheet of paper to facilitate tearing along a desired edge.

Press Numbering: Forms are numbered at the press as they are being printed. The number is red on each part because each part is being numbered separately before they are collated together. All parts do not have to be numbered when doing numbering at the press and the number location can change from part to part.

Press Proof: Full color physical sample produced using the actual ink(s) and printing press the document will be printed on.

Proprietary Material: All PDF and hard copy material provided to the contractor is to be considered the property of the OTDA and is to be used solely for the purpose of producing printed forms under this contract. The Contractor is prohibited from distributing and/or sharing the electronic and/or hard copy material to any person or entity other than OTDA.

Recycled Carbonless Bond: Type of coated paper designed to transfer information written on the front onto the sheets beneath. No Carbon Release (NCR) forms can be 1-part, 2-part, 3-part, 4-part, or 5-part. Standard NCR paper colors are white, canary, pink, goldenrod, and green. Also referred to as Carbonless copy paper (CCP).

Revision Date: Indicates the date the document was created or revised. The revision date follows the form number on all OTDA documents.

Spot Gluing: Method of fastening forms that uses spots of glue instead of a continuous line of glue.

Underrun: When the total copied of printed material produced is below the quantity ordered.

Upright: Term given to books bound on the longer dimension.

Appendix I

New York State Insurance Requirements

Forms Production and Delivery IFB

Prior to the commencement of work, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, and any renewal or extensions thereof, policies of insurance as set forth in this Appendix I. All insurance required by the Appendix I shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York with an A.M. Best Company rating of "A-" Class "VII" or better or as acceptable to the Office of Temporary and Disability Assistance (OTDA).

The OTDA 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; or other documents demonstrating the company's strong financial rating. If during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the Insurance must be replaced, on or before the renewal date of the policy with Insurance that meets the requirements above.

The Contractor shall deliver to the OTDA evidence of the insurance required by this Appendix I in a form acceptable to the OTDA. These policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by the OTDA does not, and shall not be construed to, relieve the Contractor of any obligations, responsibilities, or liabilities under the Contract.

The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract, and any extension or holdover thereof.

General Conditions

A. Conditions Applicable to Insurance.

All policies of insurance required by this Contract must comply with the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Contractor are specified below in paragraph B. *Specific Coverages and Limits.*

2. Policy Forms. Except as otherwise specifically provided herein or agreed to in writing by OTDA, all policies of insurance required by this section shall be written on an occurrence basis. Under certain circumstances, the OTDA 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, Tail Coverage sufficient to cover the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the OTDA prior to the policy's expiration or cancellation.

3. Certificates of Insurance/Notices. The Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to OTDA, (i.e., an ACORD Certificate), before commencing any work under this Contract and thereafter, pursuant to the timelines set forth in Section A.13 below. Certificates shall reference the Contract number and shall name the OTDA as the Certificate holder. Certificates shall be mailed to the: **Office of Temporary and Disability Assistance, Bureau of Contract Management, 40 North Pearl Street, 12D, Albany, NY 12243** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to the OTDA and in accordance with the New York State Insurance Law (i.e.: an ACORD Certificate);
- Disclose any Deductible, Self-Insured Retention, Aggregate Limit or any exclusion to the policy that materially changes the coverage required by the Contract;
- Specify the Additional Insureds and Named Insureds as required herein;
- Refer to this Contract by number and any other attachments on the face of the certificate;
- Be signed by an authorized representative of the insurance carriers; and
- Contain the following language in the Description of Operations/Locations/Vehicles section: Additional Insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the Additional Insureds.

ONLY original documents (Certificate(s) of Insurance, any Endorsements and other attachments) or electronic versions of the same that can be directly traced back to the Insurer, Agent or Broker via e-mail distribution or similar means will be accepted.

4. Primary Coverage. All liability insurance policies (with the exception of Professional Liability) shall provide that the required coverage shall be primary and non-contributory coverage to other insurance available to OTDA. Any other insurance maintained by OTDA shall be excess of and shall not contribute with the Contractor's insurance.

5. Breach for Lack of Proof of Coverage. The term of the Contract shall not commence if the coverage provisions and limits of the policies provided by the Contractor do not meet the provisions and requirements of this section or proof of compliance is not provided to the OTDA. In addition, the failure to comply with the requirements of this section at any time during the term of the contract, and any extension or holdover thereof, shall be considered a breach of the terms of the

Contract and shall allow the OTDA to avail itself of all remedies available under the contract, at law or in equity.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable Deductibles or Self-Insured Retentions for each listed policy. Deductibles or Self-Insured Retentions above \$100,000.00 are subject to approval from the OTDA. Such approval shall not be unreasonably withheld, conditioned, or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments within the Deductible or Self-Insured Retentions. If the Contractor is providing the required Insurance through Self-Insurance, evidence of the financial capacity to support the Self-Insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. Subcontractors. Prior to the commencement of any work by a subcontractor, the Contractor shall require such subcontractor to procure policies of Insurance that comply with the requirements of this section, as applicable, and maintain the same in force during the term of any work performed by that subcontractor. Required Insurance limits should be determined commensurate with the work of the subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor, pursuant to the timelines set forth in Section A.13 below, as applicable, and to the OTDA upon request. For subcontractors that are Self-Insured, the subcontractor shall be obligated to defend and indemnify the above-named Additional Insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such Insurance policies.

8. Waiver of Subrogation. The Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the Contractor's right of Subrogation against The People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees, or, if such waiver is unobtainable provide one of the following to the OTDA prior to the commencement of the Contract: (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York and the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York and the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. Additional Insured. The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of the CG 20 10 12 19 and CG 20 37 12 19) and form CA 20 48 10 13 (or a form or forms that provide

equivalent coverage), naming as Additional Insureds: The People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the OTDA prior to the commencement of the Contract and pursuant to the timelines set forth in Section A.13. below. A blanket Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage is also acceptable. For Contractors that are Self-Insured, the Contractor shall be obligated to defend and Indemnify the above-named Additional Insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this section had the Contractor obtained such Insurance policies.

10. Excess/Umbrella Liability Policies. Required Insurance coverage limits may be provided through a combination of primary and Excess Liability and Umbrella Liability policies. If coverage limits are provided through Excess Liability and Umbrella Liability policies, then a Schedule of Underlying Insurance listing policy information for all underlying Insurance policies (Insurer, policy number, policy term, coverage and limits of Insurance), including proof that the Excess Liability and Umbrella Liability Insurance follows form, must be provided upon request.

11. Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of Insurance, the Contractor shall provide the OTDA with a copy of any such notice received from an Insurer together with proof of replacement coverage that complies with the requirements of this section.

12. Policy Renewal/Expiration. Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this solicitation and any Contract resulting from this solicitation shall be delivered to the OTDA. If, at any time during the term of this contract, and any extension or holdover thereof, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the OTDA, OTDA shall have the right to avail itself of all remedies available under the contract, at law or in equity, including requiring the Contractor immediately cease work under the contract. In such case, the Contractor shall not resume work under the Contract until authorized to do so by the OTDA. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of the same in a form acceptable to the OTDA, shall not give rise to a delay claim or any other claim against the OTDA.

13. Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain Insurance documents must be provided to the OTDA after renewal or upon request. This requirement means that the Contractor shall provide the applicable Insurance document to the OTDA as soon as possible but in no event later than the following time periods:

- For Certificates of Insurance: five (5) business days from request or renewal, whichever is later;
- For information on Self-Insurance or Self-Insured Retention programs: fifteen (15) calendar days from request or renewal, whichever is later;
- For other requested documentation evidencing coverage: fifteen (15) calendar days from request or renewal, whichever is later;
- For Additional Insured and waiver of Subrogation endorsements: thirty (30) calendar days from request or renewal, whichever is later; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: five (5) business days from request or renewal, whichever is later.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the Insurance documents from its Broker or Insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its Insurer and submit them to the OTDA, the OTDA shall extend the time periods set forth above for a reasonable period, that shall in no event exceed thirty (30) calendar days from request or renewal, whichever is later.

B. Specific Coverages and Limits

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

1. Workers' Compensation

For work to be performed in New York State, the Contractor shall provide and maintain full New York State (NYS listed in item 3a of the policy's Information Page) coverage during the life of this Contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the Contract involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Acts policy as applicable must be provided. Any waiver of this requirement must be approved by OTDA and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

- 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.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

2. Disability Benefits

For work to be performed in New York State, 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 New York State Disability Benefits Law. Any waiver of this requirement must be approved by OTDA and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the Workers' Compensation Board:

- a. **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- b. **Form DB-120.2** – Certificate of Participation in Disability Benefits Group Self Insurance; or
- c. **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- d. **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

3. Commercial 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, using form CG 00 01 12 07 or a policy providing equivalent coverage. The limits under such policy shall not be less than the following:

- Each Occurrence limit -\$1,000,000
- General Aggregate – \$2,000,000
- Products/Completed Operations – \$2,000,000
- Personal Advertising Injury – \$1,000,000
- Damage to Rented Premises – \$50,000
- Medical Expense – \$5,000

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

- premises liability;
- independent contractors/subcontractors;
- 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 insureds;

- 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
- liability resulting from Section 240 or Section 241 of the New York State Labor Law.11.

The following ISO forms must be endorsed to the policy if applicable:

- a. CG 20 10 11 85, or an equivalent – Additional Insured - Owner, Lessees or Contractors (Form B).
- b. CG 25 03 11 85 or an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction contracts).

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 construction contracts.

Policies shall name the Office of Temporary and Disability Assistance as Additional Insured, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term. This coverage is applicable for contracts involving the erection, demolition, repairing, altering, painting, cleaning or pointing of a building or structure.

The CGL policy, and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above, must be endorsed to be primary with respect to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and non-contributing with, any other insurance maintained by OTDA. Any other insurance maintained by OTDA 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(ies) of insurance, if applicable.

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.

4. Commercial Automobile Liability

Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the contract, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars (\$1,000,000) and shall name OTDA as additional insured. The limits may be provided through a combination of primary and umbrella/excess liability policies. If the Contract involves the removal of hazardous waste or otherwise transporting hazardous materials,

pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.

5. Professional Liability

The Contractor and any subcontractor retained by the Contractor to work on the Contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of two million dollars (\$2,000,000) each claim issued to and covering damage for liability imposed on the Contractor by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase, at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

If applicable, the Contractor shall provide coverage for its negligent act, error or omission in rendering or failing to render professional services required by this Contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants.

6. Technology Errors and Omissions Liability Insurance.

The Contractor shall maintain, during the term of the contract, Technology Errors and Omissions Liability Insurance providing coverage for damages arising from computer related services, including, but not limited to, one or any combination of the following: (A) consulting, (B) data processing, (C) programming, (D) system integration, (E) hardware development, (F) software development, (G) installation, (H) distribution or maintenance, (I) systems analysis or design, (J) training, (K) staffing or other support services, (L) cloud computing services, and (M) any electronic equipment, computer software developed, manufactured, distributed, licensed, marketed or sold. Technology Errors and Omissions Liability Insurance will be maintained with a limit of not less than one million dollars (\$1,000,000) for each occurrence or claim arising out of and attributable to the Contractor's work.

This policy must include coverage for third-party fidelity, including cyber theft. If the policy is written on a Claims-Made basis, the Contractor must provide to the Agency proof that the policy provides the option to purchase Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is canceled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

7. Data Breach/Cyber Liability.

The Contractor shall maintain during the term of this Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect Confidential Information and failure of the security of the Contractor's computer systems or the State's systems due to the actions of

the Contractor which results in unauthorized access to State Data. Cyber Liability Insurance will be maintained with a limit of not less than five million dollars (\$5,000,000) in the aggregate. The Cyber Liability policy must include, at a minimum, coverage for the following (or their functional equivalent):

- Security and privacy liability
- Privacy regulatory defense and penalties
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cybertheft of agency property and data
- Media liability
- Event management costs (Including forensics)
- Notification and monitoring expenses
- Extortion, including the payment of ransom demands
- Business and network interruption and recovery
- Data Restoration
- Failure to protect confidential information, including personally identifiable nonpublic information
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, the State's or a third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon
- Liability arising from theft, dissemination, and/or use of confidential information stored or transmitted in electronic form, including but not limited to money and securities
- Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- Professional Liability

If the policy is written on a claims made basis, Contractor must submit to the State an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is

cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

8. Crime

CRIME INSURANCE, on “loss sustained form” in an amount not less than fifty thousand dollars (\$50,000) including coverage for:

- Employee Theft;
- Forgery or Alteration;
- Inside the Premises - Theft of Money and Securities;
- Inside the Premises - Robbery or Safe Burglary of Other Property;
- Outside the Premises;
- Computer Fraud; and
- Money Orders and Counterfeit Paper Currency.

Policy must allow for reporting of circumstances or incidents that might give rise to future claims. The policy must include an extended reporting period of no less than three years with respect to events which occurred but were not reported during the term of the policy. It is important to remember for this line of coverage that no two policies are identical and terminology can be confusing. Due to this fact and the potential risks including security, privacy, media/content, regulatory actions; consultation with your respective Insurance Analyst and Legal counsel is recommended.

OTDA, including its affiliates and subsidiaries, must be included as “Loss Payees” as respects this specific amount as their interests may appear. Any warranties required by the insurer must be disclosed and complied with. Said insurance shall extend coverage to include the principals.

9. Umbrella and Excess Liability

When the limits of the CGL, Auto, and/or Employers’ Liability 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 OTDA or any additional insured shall be considered in 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 policy.

APPENDIX O

SERVICE LEVELS AND PERFORMANCE STANDARDS

Forms Production and Delivery IFB

Performance Standards

The Contractor's Services must meet the performance requirements, specifications, and standards set forth in the Agreement. In addition, section 4 below sets forth certain Performance Standards which have associated "liquidated damages" that OTDA may impose for failure to meet a Performance Standard. As used herein, any such "liquidated damages" shall have no actual cash value except as a deduction against an invoice, be subject to applicable caps as set forth herein, and shall only be applied for Services rendered during the Term of this Agreement.

Section 1. Reporting of Performance Standards

The Contractor shall submit with each invoice a compliance report (the "Compliance Report") identifying each Performance Standard set forth in Section 4 and associated service level achieved or not.

Each Compliance Report must provide in detail the actual measure of performance for each specific Performance Standard in Section 4.

The Compliance Report must include a computation of the amount of the liquidated damages if the Contractor failed to meet a Performance Standard in Section 4.

In the event an invoice fails to include a Compliance Report for the given order, then OTDA may deem the invoice to be incomplete, resulting in non-payment, without interest accrual, until a satisfactory Compliance Report is submitted to OTDA.

Section 2. Liquidated Damages and Corrective Action Plan

If the Contractor fails to achieve a Performance Standard set forth in Section 4, as measured by either Contractor's Compliance Report or the result of OTDA's monitoring, then OTDA in its sole discretion may:

- A. require the Contractor to develop and implement a Corrective Action Plan (CAP) addressing such failure(s). The CAP must be delivered to the OTDA Project Manager within five (5) business days of receipt of a written request by OTDA thereof. If the Contractor fails to deliver the CAP within five (5) business days of the request, OTDA may instead assess the appropriate liquidated damages as specified in Section 4 below, or
- B. Assess liquidated damages as described in Section 4.

If a liquidated damages credit is due based either on Contractor's Compliance Report or as a result of OTDA's monitoring, and OTDA has required the Contractor to submit a CAP under Section 2.A. above (without OTDA assessing liquidated damages under Section 2.B. above), and such failure as set forth in the CAP remains uncured for 10 days, then the applicable liquidated damages credit shall be assessed by OTDA.

Notwithstanding the terms set forth herein, in no event shall the value of all aggregate liquidated damages (credits) under the Agreement for failures to achieve Performance Standards exceed 10% ("Liquidated Damages Super Cap").

Section 3. Calculation of Liquidated Damages

OTDA may apply the liquidated damages below as a deduction from the Contractor's invoice as described herein for failure to meet a Performance Standard in Section 4. These liquidated damages are not a penalty but shall be in lieu of other remedies and may be deducted from payments due or to become due to Contractor. The pro-rata liquidated damage/credit (if any), based upon the order as requested.

Section 4. Performance Standards and Associated Liquidated Damages

| # | Performance Standard | Benchmark/ Threshold Measureme nt and Frequency | Liquidated Damages / Calculations |
|---|--|---|--|
| 1 | Timely Production and Delivery: must be produced in the specified quality and delivered no later than twenty (20) business days after receipt of the order | <ul style="list-style-type: none"> 100% Per Order | <p>Equal to or more than 99.7% but less than 100% = 3% of that invoice.</p> <p>Equal to or more than 97.5% but less than 99.7% = 6% of that invoice.</p> <p>Less than 97.5% = 10% of that invoice.</p> |
| 2 | Timely Production and Delivery: higher than normal volume requests (see Attachment 1 – High Volumes for Lot 1) must be produced in the specified quality and delivered no later than ninety (90) business days after receipt of the order | <ul style="list-style-type: none"> 100% Per Order | <p>Equal to or more than 99.7% but less than 100% = 3% of that invoice.</p> <p>Equal to or more than 97.5% but less than 99.7% = 6% of that invoice.</p> <p>Less than 97.5% = 10% of that invoice.</p> |

Appendix T

Draft Agreement

**STATE OF NEW YORK
OFFICE OF TEMPORARY AND DISABILITY
ASSISTANCE
CONTRACT NUMBER C022647, C022648, C022649**

Forms Production and Delivery

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made by and between the New York State Office of Temporary and Disability Assistance (hereinafter "OTDA"), and the Contractor ("Contractor" also known as the "Vendor") is effective as of the date of approval by the New York State Office of the State Comptroller after execution by all parties.

W I T N E S S E T H

WHEREAS, OTDA requires Forms Production and Delivery for Dry Snap Books, Carbonless Snap Set Forms, or Continuous Pinfeed Forms; and

WHEREAS, to meet this requirement OTDA, issued an Invitation for Bid (IFB), for the purposes of entering into an Agreement for Forms Production and Delivery as above; and

WHEREAS, the Contractor reviewed and analyzed the OTDA's needs as contained in said Forms Production and Delivery as above, and submitted a Bid; and

WHEREAS, the Contractor is engaged in the business of providing services, with the skills necessary to fulfill the needs pursuant to the terms of this AGREEMENT; and

WHEREAS, based upon the evaluation of various bids submitted in response to the Forms Production and Delivery, it has been determined that the Contractor's bid offered the best value and it would be in the best interest of OTDA to retain the Contractor to perform the Services in accordance with the terms and conditions of this Agreement.

WHEREAS, the OTDA, in reliance upon the expertise of the Contractor, selected the Contractor as the successful respondent to the required Services, and desires to engage the Contractor to fulfill the OTDA's needs under the terms and conditions hereinafter set forth; and

WHEREAS, the Contractor is ready, willing and able to provide such Services.

NOW, THEREFORE, in consideration of the terms set forth and the mutual covenants and obligations of the parties, the parties do hereby agree as follows:

| | |
|---|----|
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ARTICLE 1: AGREEMENT DURATION AND AMENDMENT

THIS AGREEMENT shall commence upon April 1, 2025, or the date of final required approval by the Office of the State Comptroller (OSC), whichever is earlier, and shall continue for a five-year term, subject to the termination provisions of Appendix B, Section 35.

OTDA shall have the right to re-negotiate the terms and conditions of the Agreement in the event applicable New York State or Federal statutes, policy, rules, regulations and/or guidelines are altered from those existing at the time of the execution of this Agreement, in order to be in continuous compliance therewith. It shall be understood that, in the event OTDA and the Contractor are unable to mutually agree to a set of terms and conditions through re-negotiation, the terms and conditions required to continue the Agreement in compliance with revised State or Federal statutes, policy, rules, regulations and/or guidelines shall be decided by the Commissioner of OTDA or his/her duly authorized representative(s) or designee(s).

Unless otherwise provided, this Agreement is subject to amendment only upon mutual consent of the parties, reduced to writing and approved by OSC.

ARTICLE 2: MERGER OF DOCUMENTS/CONFLICTS OF CLAUSES

This Agreement shall be deemed inclusive of the following documents. Only documents expressly mentioned below shall be deemed part of this Agreement.

Conflicts between these documents shall be resolved in the following order of precedence:

- A. Appendix A – Standard Clauses for New York State Contracts
- B. Amendments to this Contract (if any)
- C. AGREEMENT – (This Document)
- D. Appendix B-1 OTDA Security and Confidentiality Terms
- E. Appendix B – OTDA Terms and Conditions
- F. Appendix C – Offeror's Certified Statements, as completed by the Contractor
- G. Appendix P as completed by the Contractor and approved by OTDA
- H. The IFB, including all IFB amendments, the Questions and Answers, all Appendices, Attachments and Exhibits
- I. Contractor's Proposal, including all Appendices, Attachments and Exhibits as completed by the Contractor

The document most recent in time in each category above shall take precedence over any conflicting document included in such category.

ARTICLE 3: COMPENSATION

OTDA shall compensate the Contractor pursuant to this Agreement in accordance with the Financial Proposal as set forth in the Contractor's Proposal, (Appendix P).

Upon written request, pricing shall be subject to an increase or decrease consistent with the percentage change in the Consumer Price Index (CPI-U) for the twelve (12) month period ending 3 months prior to the expiration date (for example, a Contract ending in March, the lookback period shall be the preceding 12 months of January-December). Such adjustments will be limited to no more than 3% per contract year. CPI-U means the annual rate of increase in the US City Average Index for all urban consumers (CPI-U) for the category of all items before seasonal adjustments, as reported by the U S. Department of Labor, Bureau of Labor Statistics.

ARTICLE 4: PAYMENT AND INVOICES

The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed.

Vendor Maintenance and the Statewide Financial System:

The contractor must maintain up to date vendor files as required by the New York State Office of the Comptroller (OSC), including the requirement to file a Substitute Form W-9. Vendors that are not currently registered with a New York Statewide Financial System (SFS) Vendor File will need to complete an [AC3237-S New York State Substitute Form W-9](#) and return it to OTDA's Bureau of Contract Management to initiate the creation of a New York State Vendor File.

The SFS Self-Service Portal online application is the preferred method to perform updates to a vendor's New York State vendor account information on the Vendor File. If you have not already signed up for this convenient and helpful tool, information on doing so is also available on the State Comptroller's website at:

www.osc.state.ny.us/vendor_management. Any changes to your business name, structure, taxpayer ID or any other change that may require a new vendor file should be reported to OTDA promptly. Technical questions regarding your SFS Vendor Profile can be directed to: HelpDesk@sfs.ny.gov.

Invoicing:

The Contractor shall submit an invoice per order (with ONE unique invoice number) for all services/good rendered ; along with a completed Claim for Payment Form ([AC 3253-S](#)). Invoices must be sent to OTDA's designated payment office, the New York State Business Services Center (BSC) in order to receive payment. Payments to the Contractor shall be based on the prices and/or rates set forth in APPENDIX P attached hereto and should be invoiced at the proper rate.

Invoices/Claims for Payment not received by OTDA within 183 days of the good or service being provided may not be paid. Any dispute or unresolved payment issue must be brought to the attention of OTDA in writing within one calendar year of the date of service to receive consideration by OTDA.

Invoices must contain:

- The Contractor's legal business name,
- remit-to address,
- NYS Vendor ID#,
- Invoice Date (the date the invoice was created),
- A Unique Invoice Number,
- Contractor Contact Information,
- The Agency you are Billing (OTDA)
- Unit ID# TDA01,
- The NYS Contract ID Number for this Agreement (#####),
- The period of service for which the claim is made or reference to deliverable completed,
- A description of each invoiced item or service,
 - The date(s) of service,
 - the rate(s) charged as per Appendix P,
 - the unit of measure, and
 - the quantity of the item or service
- The cumulative invoice total being requested

If prompt payment discounts are applicable, the terms of the discounts **MUST** be included on all invoices as well as the amounts due if OTDA meets the terms, and the date for which the prompt payment discount(s) expires.

Invoices that do not comply with the above guidelines may be rejected and returned to the vendor for corrections.

The contractor shall send the Invoice and Claim for Payment Form to the BSC using the following guidelines:

- Send only one invoice per email to AccountsPayable@ogs.ny.gov. The subject field should include: agency name and invoice number.
- Invoices must be in a non-editable format (preferably a PDF).
- Excel and Word files should be converted to PDF to ensure data presentation/integrity.
- Do not send zip files, encrypted, or password protected emails.
- Invoices should not include confidential information, such as social security numbers, patient names, and medical diagnosis.
- Preferably emails are under 20 mb and less than 100 pages.

- Invoices should not include gif files or pictures.
- DO **NOT** send Backup documentation to the BSC.

The contractor shall also concurrently supply the OTDA with a copy of the complete Invoice package, which was sent to the BSC, and all contractually required supporting documentation to the contact listed below:

A. Preferred Method: Email to OTDA at document.services@otda.ny.gov with a subject field as follows for invoices:

Subject: Unit ID: TDA01 Contract #C022647, C022648, C022649

B. Alternate Method: Mail to OTDA at the following U.S. postal address:

NYS Office of Temporary and Disability Assistance
Attn: Crystal Bryant
Office of Temporary and Disability Assistance
Document Services Unit
40 North Pearl Street, Mezzanine
Albany, New York 12243

The Contractor shall submit backup documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be complete and provided in a manner satisfactory and acceptable to OTDA. Additional supporting documentation may be requested by OTDA to support the invoice, as deemed necessary.

Additionally, the OTDA may at its discretion, withhold any payment due under this Agreement until such time as the Contractor has submitted to OTDA all Deliverables, including reports, which are due prior to invoice including those in accordance with the requirements of Appendix Z. These include when applicable, but are not limited to:

- Receipts
- timecards
- Reports
- Consultant Disclosure Form B
- MWBE Contractors Compliance Reports

Any outstanding MWBE and SDVOB Contractor's Compliance Reports, if applicable, will be due when submitting the invoice for the final month of services rendered under the contract.

Form B must be received by the OTDA by the defined due date of April 30th. For contracts that end prior to March 31 of any calendar year, the Form B will be due when submitting the invoice for the final month of services rendered under the contract.

The State shall not be liable for the payment of any taxes under this Agreement, however, designated, levied, or imposed. No person, firm, or corporation is exempt from

paying the State truck mileage, unemployment insurances taxes and other Federal, State, and local taxes to which the Contractor is subject.

The State represents that the Contractor is not liable for the payment of any transfer taxes including, but not limited to, sales taxes upon goods or services purchased for or provided for the State. For purposes of tax-free transactions under the Internal Revenue Code, the New York State Registration Number is 14740026K.

The State may, in its discretion, automatically generate a voucher in accordance with the contract. The State reserves the right to require the Contractor to submit billing invoices electronically.

Electronic Payments:

Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check. OSC's ePayments enrollment can be initiated and/or updated in the contractor's SFS Vendor Self-Service Portal.

Non-Compliance:

In the event that the Contractor submits an inaccurate or incomplete invoice, OTDA may refuse to pay the invoice and may return it to the Contractor with a written explanation for the decision to refuse payment. The Contractor must submit a corrected invoice within 30 days. OTDA reserves the right to deem the Contractor non-compliant and to terminate the contract if, after having been giving notice and an opportunity to cure, the Contractor fails to submit accurate and complete invoices on more than 3 occasions during the term of the contract.

Timeliness of Payments:

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.

Lack of submission of any contractually required supporting documentation or inaccurate or incomplete invoices, may "stop the clock" on the invoice until proper documentation is submitted or issues are resolved.

Contractor Inquiry on Paid Invoices through SFS:

The Contractor may view payments and view other pertinent information in the SFS Vendor Portal. Advantages of using the SFS website include but are not limited to:

- 24/7 online access,
- Ability to create detailed reports in a few easy steps,
- Track and receive payments,
- Check Status of Purchase Orders,

- Maintain vendor information,
- See when your invoice will be paid,
- Review details about a payment you received

The contractor's designated user can access the SFS Vendor Portal at: <https://esupplier.sfs.ny.gov>. Technical assistance can be obtained by contacting: HelpDesk@sfs.ny.gov.

For additional payment questions on previously submitted invoices or past due invoices, you may also contact the BSC at APInquiries@ogs.ny.gov.

ARTICLE 5: MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE (MWBE) REPORTING REQUIREMENTS

The Contractor shall comply with New York State Executive Law Article 15-A, Appendix Z, and OTDA's New York State Contract System compliance and reporting requirements as set forth below:

- A. OTDA has developed compliance requirements to ensure that (i) all Contractors as defined under Executive Law § 310 (3) (to include those who submit bids/proposals in an effort to be selected for Contract award as well as those successful Offerors/ proposers with whom OTDA enters into State Contracts, as defined in Executive Law § 310 (13) [hereinafter "Contractors"], as well as proposed or actual "Subcontractors", as defined in Executive Law § 310 (14) shall comply with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, and, (ii) the meaningful participation of certified Minority or Women-owned Business Enterprises (MWBEs) in the OTDA procurement process. Contractors participating in and/or selected for procurement opportunities with OTDA shall fulfill their obligations to comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for Minority and Women Business Enterprises, including but not limited to the Statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-145. Please refer to Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements.
- B. To streamline MWBE compliance tracking, vendors may now report payments and track goals using an electronic monitoring and compliance system. The New York State Contract System will allow vendors to electronically update their contact information, provide Subcontractor payment data for Contract audits and provide revenue and payment data for concession audits. The system will also allow Subcontractors to enter the system to verify receipt of Contractor payments. Data is to be submitted without change to the Contractor's MWBE Utilization Plan nor the MWBE participation goals as specified in the IFB or

Contract, unless otherwise authorized by OTDA. The electronic monitoring and reporting system can be viewed at <https://ny.newnyContracts.com>. The Vendor Guide and Vendor Training Manual are available on the OTDA's internet site at <http://otda.ny.gov/Contracts/mwbe/forms.asp>.

- C. Please refer to Appendix Z for the specific EEO/MWBE requirements and associated forms required by this procurement. These forms are to be submitted without change to the MWBE participation goals as specified in the IFB or Contract, unless otherwise authorized by OTDA. The forms that are identified in Appendix Z are also available on OTDA's Internet site at <http://otda.ny.gov/Contracts/mwbe/forms.asp>.

For purposes of this Contract, OTDA hereby establishes an overall goal of **10%** for MWBE participation, **5%** for New York State certified Minority Business Enterprise ("MBE") participation and **5%** for New York State certified Women Business Enterprise ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A Contractor ("Contractor") on the subject Contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract and the Contractor agrees that OTDA may withhold payment pending receipt of the required M/WBE documentation. The New York State MWBE Directory can be viewed at: <https://ny.newnyContracts.com>. For guidance on how OTDA will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

ARTICLE 5a: PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

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

- A. Contractor agrees, to the maximum extent practical and consistent with legal requirements of the State Finance Law, the Executive Law and any implementing regulations, to use NYS certified Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs.
- B. Contractor acknowledges being subject to the provisions of Executive Law Article 17-B and the applicable regulations (9 NYCRR Part 252), and that the directory of NYS certified SDVOBs is located at: <https://online.ogs.ny.gov/SDVOB/search>.

- C. Contractor acknowledges that the SDVOB utilization goal for this Agreement is 6%.
- D. Contractor further acknowledges that this requirement is separate and distinct from the similar requirement elsewhere in this Agreement to utilize small, minority and women- owned businesses (M/WBEs), consistent with current State law (Executive Law, Article 15-A).
- E. Contractor agrees to report on actual participation by each SDVOB during the term of the contract to OTDA on a quarterly basis according to policies and procedures set by OTDA in Appendix Y of this contract.
- F. Contractor agrees that, following contract execution, if OTDA determines that the contractor may not have acted in good faith, has failed, is failing, or is refusing to comply with the participation or utilization contractual goals for SDVOB participation, OTDA may, after giving the contractor an opportunity to be heard, make a determination that Contractor has failed to meet the contract goals and may be in breach of contract.

Upon determination that the Contractor is in breach of contract, as set forth in this Article, OTDA may require the submission of a corrective action plan for meeting the contractual goals, and may also assess actual damages as authorized by regulation [9NYCRR Section 252.2 (s)] based on the actual cost incurred by the State agency, related to the State agency's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified service-disabled veteran-owned business enterprise programmatic goals.

Information about SDVOB certification and set asides for SDVOB participation in public procurement can be found at: <https://ogs.ny.gov/veterans>, which provides certification information and guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

ARTICLE 6: NOTICES

Any notice or other communication given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following the deposit of same into the United States Postal Service mail (certified mail, return receipt requested, or first class postage prepaid), upon read receipt if sent via email, or upon actual receipt by the intended party if the same is sent by overnight mail service, addressed to such party at the address set forth in this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

Notices to OTDA shall be addressed as follows, unless directed otherwise:

OTDA:

NYS Office of Temporary and Disability Assistance

Attn: Crystal Bryant
40 N. Pearl Street, Mezzanine
Albany, New York 12234
Telephone Number: (518) 402-6958
E-Mail Address: document.services@otda.ny.gov

Should either party change their contact information, they must send notification of such change to the other party within 15 business days of such change.

Unless otherwise noted, all communications with the Contractor shall be to the person designated in the IFB document section NOTICE TO BIDDER, Bidder Information.

ARTICLE 7: SERVICES

OTDA hereby retains the Contractor to perform the Services, and the Contractor agrees to perform the Services, which shall include all deliverables, work and/or work products as described in Appendix W (Scope of Work).

Nothing contained herein shall prohibit OTDA from Contracting at any time with third parties or from performing any of the work itself or through other State entities, for any Services that otherwise may be requested or required of the Contractor pursuant to this Agreement, and the Contractor shall not assert an exclusive right to perform such Services.

The Contractor shall provide to OTDA, upon request, Services and commodities at the rates contained in Appendix P, or less.

The Contractor accepts sole and complete responsibility for the timely accomplishment of all activities required under this Agreement and to provide the Services and commodities as specified in accordance with the Appendices W and P.

The OTDA Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the Contractor's facilities.

The Contractor agrees to strict adherence to the requirements outlined in Appendix W (Scope of Work).

Upon expiration of this Agreement, the Contractor agrees to cooperate in assisting OTDA with transition of the Services provided through this Agreement to any new Contractor selected for subsequent Contract periods.

ARTICLE 8: CONFLICTS OF INTEREST

- A. The Contractor has provided a form ("Offeror Assurance of No Conflict of Interest or Detrimental Effect"), signed by an authorized legal representative, authorized to bind the Contractor Contractually, attesting that the Contractor's performance of the Services does not and will not create a conflict of interest with, nor position the Contractor to breach any other Contract currently in force with the State of

New York, and that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering Services.

- B. The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify OTDA immediately of any actual or potential conflicts of interest by completing and submitting an updated form entitled, "Contractor's Certification/Acknowledgements/Understanding". The Contractor shall also notify OTDA of any new potential conflicts of interest and of any new Contractor staff that are prior OTDA employees during the term of the Contract, by submitting an updated form entitled, "Contractor's Certification/Acknowledgements/Understanding".
- C. In conjunction with any subcontract under this Agreement, the Contractor shall obtain and deliver to OTDA, prior to entering into a subcontract, a "Offeror Assurance of No Conflict of Interest or Detrimental Effect" form, signed by an authorized executive or legal representative(s) authorized to bind the Subcontractor Contractually. The Contractor shall also require in any Subcontracting Agreement that the Subcontractor, in conjunction with any further Subcontracting Agreement, obtain and deliver to OTDA a signed and completed, "Offeror Assurance of No Conflict of Interest or Detrimental Effect" form, for each of its Subcontractors prior to entering into a subcontract.
- D. OTDA and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. OTDA will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of OTDA, a real or potential conflict of interest cannot be cured.

ARTICLE 9: RESPONSIBILITY TERMS

- A. The Contractor represents that it has, to the best of its knowledge, truthfully and thoroughly completed the Contractor's Vendor Responsibility Questionnaire ("Responsibility Questionnaire") provided to the Contractor by OTDA prior to execution of this Agreement. The Contractor further represents that as of the date of execution of this Agreement, there are no material events, omissions, changes, or corrections to such document requiring an amendment to the Responsibility Questionnaire.
- B. The Contractor shall provide to OTDA updates to the Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information related to such Responsibility Questionnaire becomes available. The Contractor shall, on an annual basis from the anniversary date of execution of this Agreement, re-certify such Responsibility Questionnaire, noting any

changes, whether material or non-material, or submit a certification of “no change” to OTDA.

- C. Notwithstanding Subsection (B) hereinabove, OTDA reserves the right, in its sole discretion, at any time during the term of this Agreement, (i) to require updates or clarifications to the Responsibility Questionnaire, (ii) to inquire about information included in or omitted from the Responsibility Questionnaire, and (iii) to require the Contractor to provide such information to OTDA within a reasonable timeframe to be established at OTDA’s sole discretion.
- D. OTDA reserves the right to make a final determination of the Contractor’s non-responsibility (“Determination of Non-Responsibility”) at any time during the term of this Agreement based on (i) any information provided in the Responsibility Questionnaire and/or in any updates, clarifications, or amendments thereof; or (ii) the Contractor’s failure to disclose material information; or (iii) OTDA’s discovery of any other material information which pertains to the Contractor’s responsibility.

ARTICLE 10: TRANSITION

The transition represents a period when all goods and/or services must be turned over to the State, a third party designated by the State, or the successor contractor, during or at the end of the Contract. This includes, but is not limited to, a complete transfer of all data, files, reports, and records generated during the term of the Contract. The Contractor shall maintain the appropriate number of staff to adhere to the contractual obligations and provide the same level of service during the transition period as is set forth in the Contract. The Contractor shall be reimbursed for transition services at the rates set forth in the Contract. The Contractor shall fully cooperate to facilitate a smooth and orderly transition, so that the services required are uninterrupted and are not adversely impacted by the change in Contractor.

ARTICLE 11: RECORD RETENTION AND DESTRUCTION

The Contractor, during the course of this Agreement and for a period of six years following its termination or final payment hereunder, whichever occurs later, agrees to maintain and make available for audit by duly authorized representatives of OTDA, the individual states, and the United States Government all records or documentation arising hereunder or relating hereto.

Additionally, all records involving matters in litigation or audit must be kept for a period of not less than three years following the termination of the litigation or audit provided. Electronic copies of any documents related to this Agreement may be substituted for the originals with the prior written approval of OTDA, provided that the copy procedures are accepted by OTDA as reliable and are supported by an adequate retrieval system.

At the end of the Retention Period, the Contractor shall destroy all hardcopies of documents by shredding or incinerating after they have been retained until the end of the Documentation Retention Schedule. Copies of computer backups shall be

destroyed by incineration or other proven method to destroy such media after they have been retained until the end of the Document Retention Schedule. The Contractor shall deliver to the OTDA Project Manager a certified statement, signed by the individual(s) responsible for performing the destruction; statement must include date/time, method of destruction and disposal site.

The Contractor shall be responsible for assuring that the provisions of this Article shall apply to any subcontract related to performance under this Agreement.

ARTICLE 12: LOBBYING CERTIFICATION

Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a federal agency be subject to a requirement that any Federal Contractor or grantee (such as OTDA) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The certification that OTDA has been required to sign for the U.S. Health and Human Services Administration for Children and Family Services provides that the language of this certification (shall) be included in the award documents for all sub-awards at all tiers (including Subcontracts, sub-grants, and Contracts under grants, loans and cooperative Agreements) and that all sub-recipients shall certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Contractor understands and agrees to the Federal requirements for certification and disclosure.

ARTICLE 13: OTHER AGENCY USE

Upon request by any other New York State Agency, the Contractor shall enter into an Agreement with such agency for the purchase of the goods and services that are the subject of this Agreement. Such new Agreement shall provide that the cost of such goods and services to the agency entering into such Agreement shall be the same as charged to OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the agency requires the Contractor to be obligated to standard Contractual provisions that are more onerous than those contained in Appendix A. In the event that a volume discount is applicable to the increase in services due to other agency use, both OTDA and the other agency shall share in the cost savings.

Upon request by a local social services district, New York City Human Resources Administration (NYC HRA) or its designated purchasing agent, the Contractor shall enter into an Agreement with such district or agent for the purchase of the goods and services that are the subject of this Agreement. Such new Agreement shall provide that the cost of such goods and services to the district/agent entering into such Agreement shall be the same as charged to OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the

municipality constituting the local social services district requires the Contractor to be obligated to standard Contractual provisions are more onerous than those contained in Standard New York State Appendix A. In the event that a volume discount is applicable to the increase in services due to other agency use, both OTDA and the other agency shall share in the cost savings.

ARTICLE 14: MISCELLANEOUS PROVISIONS

A. THE NEW YORK STATE PRINTING AND PUBLIC DOCUMENTS LAW

The New York State Printing and Public Documents Law **at Section 7, requires that all** lithographic inks used in the production of New York State printing must contain the following minimum percentages of vegetable oil: News Inks – 40%; Sheet Fed Inks – 20%; Forms Inks – 20%; and Heat Set Inks – 10%.

B. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

C. SURVIVAL

The provisions of Appendix A, Appendix B, and Appendix B-1 shall survive the expiration or termination of this Agreement.

ARTICLE 15: ENTIRE AGREEMENT AND APPROVALS

All provisions stated in the Forms Production and Delivery for Dry Snap Books, Carbonless Snap Set Forms, or Continuous Pinfeed Forms are incorporated into this Agreement and are part of the Contractual obligations under this Agreement, unless explicitly stated herein that such provision(s) is deemed excluded from this Agreement.

This Agreement, attachments and the appendices attached hereto constitute the entire Agreement between the parties with respect to the subject matter; all other prior agreements, representations, statements, negotiations and undertakings are superseded hereby. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement. It is understood that unless the context clearly indicates otherwise, all references herein to this Agreement shall be deemed to include the Attachments and Appendices attached hereto, subject to Article 2 (Merger of Documents/ Conflicts of Clauses) of this Agreement.

Agency Code: 3410000

Agency Certification

Dated _____

Dated _____

Agency Signature

Contractor Signature

Agency Signatory Name (Printed)

Contractor Signatory Name (Printed)

Agency Signatory Title

Contract Signatory Title

STATE OF NEW YORK)
) SS.:
COUNTY OF _____)

(☐ **If an individual**): On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he acknowledged to me that (s)he executed the same.

(☐ **If a corporation**): On this _____ day of _____, 20____, before me personally came _____, to me known who being duly sworn, did depose and say that (s)he resides in _____; that (s)he is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that (s)he signed her/his name thereto by like order.

(☐ **If a partnership**): On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for herself/himself depose and say that (s)he is a member of the firm of _____, and that (s)he executed the foregoing instrument in the firm name of _____, and that (s)he had authority to sign same, and (s)he did duly acknowledge to me that (s)he executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

Notary Public

Approved:
Thomas P. DiNapoli
State Comptroller

By: _____

Date: _____

Appendix W

Scope of Work (SOW)

Forms Production and Delivery IFB

I. Introduction

The Office of Temporary and Disability Assistance (OTDA) is obligated to supply the fifty-eight (58) New York State Local Departments of Social Services (LDSS) with current forms and applications required to help vulnerable New Yorkers apply for and receive the financial assistance and services necessary to meet their essential needs. Forms are provided for programs including Public Assistance, Child Care in Lieu of Public Assistance, the Supplemental Nutrition Assistance Program (SNAP), Medicaid and SNAP, Medicaid and Public Assistance, Services included Foster Care, Child Care Assistance, and Emergency Assistance, Home Energy Assistance Program (HEAP), Temporary Assistance for Needy Families (TANF), and State Supplement Program (SSP).

This Invitation for Bids (IFB) contains a total of three (3) Lots which are listed below in section III. Specifications (3 Lots). Offerors may bid on one (1), two (2) or all lots; however, Offerors must bid on all deliverables under a Lot. Bid pricing cannot be contingent upon award of multiple Lots. Contractor(s) must be able to produce the forms as described below with the materials specified or with industry equivalents.

The Contractor(s) must be able to produce and deliver forms as specified herein, upon contract execution. Potential Offerors should refer to the estimated annual volumes, identified below in Section III. Specifications, to determine if they can meet the Agency's needs.

II. Requirements

The Contractor(s) must have the ability to perform offset printing to produce the listed deliverables in the quantities provided within the timeframe(s) specified for each deliverable.

A. Ordering

The Contractor(s) must be able to receive orders electronically via email. OTDA will furnish electronic (PDF) artwork of the form to be printed along with a form specification sheet for each order. Contractor(s) will be required to set composition, make mechanicals, negatives, and plates. Tints may be required.

The Contractor(s) must agree to provide OTDA with an electronic "Order Acknowledgment" within 48 hours of receipt. The order acknowledgement must include the following information:

1. OTDA internal request number.
2. Date of order.
3. Quantity of forms ordered.
4. Carton count.
5. Anticipated Shipping Date.
6. Form number and revision date.
7. Printing specifications.

B. Packaging

Forms are to be packed in new corrugated cartons not exceeding 40 lb. gross. OTDA will provide a list of forms per carton based on the number of parts and form dimensions.

Cartons must have the following information printed in large characters (at least 1" high) using black ink, so that it is easily visible.

1. Form number and revision date.
2. Internal request number provided by OTDA.
3. Carton count.
4. Cartons containing forms with crash or press numbering must have the beginning and ending form number printed on the carton label.

Cartons must be packed using the carton counts (quantity per carton) provided. Shipments containing cartons packed in quantities other than amounts specified may be denied.

Carton counts are subject to change at the discretion of OTDA.

Some Dry Snap Books and Carbonless Snap Set Forms will require shrink wrapping in sets. Where required, wrap quantities will be provided. See Section III. Specifications below, for further details.

All shipments must be palletized and shrink wrapped.

C. Packing Slips

Each delivery must be accompanied by a packing slip containing the following information:

1. Shipping date.
2. Internal request number provided by OTDA.
3. Form Number and revision date.
4. Quantity of forms per carton.
5. Cartons per pallets.
6. Total number of cartons.
7. Total number of pallets.
8. Total number of forms.
9. Delivery address.

At least two (2) days before shipping, the Contractor(s) must email a copy of the packing slip(s) for each item in the shipment to documents.services@otda.ny.gov.

D. Shipping and Delivery

The Contractor(s) must deliver each completed order no later than twenty (20) business days after proof approval or twenty (20) business days after receipt of the order if no proof is required; except for unusually high volumes which should be no later than ninety (90) business days. Failure to meet the above timeframes, would be a material breach of this Agreement.

E. Delivery Location, Hours of Operation and Instructions

The Contractor(s) must have the ability to ship orders to each of the following locations during the hours specified. Additionally, each location may have specific delivery instructions that must be followed. Addresses are subject to change.

NYS Office of General Services
Menands Distribution Center
93 Broadway
Menands, NY 12204

Hours of Operation: Monday – Friday, 8:00 am to 2:30 pm (except state holidays)

Instructions: Dock Delivery

NYC HRA Warehouse
10300 Foster Avenue
Brooklyn, NY 11236

Hours of Operation: Monday – Friday, 9:00 am – 3:00 pm (except state holidays)

Instructions: All deliveries must be made at loading dock. Street level deliveries will not be accepted. Overhead bay door entrance measures: 14' (H) x 14.5' (W) x 65' (L). Truck must back into building to reach loading dock. Note: vehicles park on both sides of Foster Avenue. Power pallet jacks and narrow aisle reach trucks are used for unloading.

F. Proofs

Two (2) hard proofs are required for all documents being printed for the first time and all new revisions of a document. In instances where the hard proof quality is subpar, OTDA will require two (2) press proofs. Proofs are to be delivered via overnight mail to below address, unless otherwise specified in writing by OTDA.

Crystal Bryant
NYS Office of Temporary Disability Assistance
Facilities and Operations Support/Document Services Unit
40 North Pearl Street, Mezzanine
Albany, NY 12243

Proofs may be waived on exact reprints upon written agreement by OTDA. Proofs are due within five (5) business days from the date the request is sent, unless otherwise specified by OTDA.

Upon proof approval, OTDA will email the Contractor(s) an OTDA signed proof review form.

G. Samples

Five (5) samples of the final production run are required for all orders. Samples are to be delivered to the below address, unless otherwise specified in writing by OTDA.

Crystal Bryant
NYS Office of Temporary Disability Assistance
Facilities and Operations Support/Document Services Unit
40 North Pearl Street, Mezzanine
Albany, NY 12243

H. Performance Standards

The Contractor(s) must be able to print, assemble, and deliver forms, in the quality and quantity ordered, within the timeframe identified in section II.D. Shipping and Delivery above. See “Appendix O – Service Levels and Performance Standards” for further details. OTDA acknowledges when multiple documents are being revised at the same time, requiring unusually high volumes to be printed, it may be challenging to meet the twenty (20) business day timeframe. In such cases, OTDA, at its discretion, will either prioritize the jobs sent or allow up to ninety (90) business days for delivery. ***** Lot 1 only:** See examples of unusually high volumes in “Attachment 1 – High Volumes for Lot 1”.

III. Specifications (3 Lots)

Projected volumes are based on historical volumes only, they are not a guarantee of future need.

A. Lot 1 - Dry Snap Books

1. Deliverable 1: Upright Dry Snap Books

a. Estimated Annual Quantity: 3,000,000

Size: 8 ½" x 11"

Stock: 50 lb. white recycled, offset.

Sheets: Minimum 2 sheets (4 parts); Maximum 25 sheets (50 parts)

Ink: Black ink is standard on all items; however, ink colors vary and are subject to change. A book may contain between 1-4 colors on 1 or more pages. The Contractor(s) is required to match Pantone Matching System (PMS) colors where specified. OTDA will provide ink specifications on each request. Ink is subject to change.

Presswork: All pages will print a minimum of 1 color. Some parts may require 2 or more colors on 1 or both pages.

Perforations: Books may require vertical perforations perpendicular to the glue line on a minimum of 1 sheet. Some books require between 1-2 additional perforations on the last sheet. Perforations should not obscure reading material.

Binding: Line glue between each part along the left margin not to exceed 3/16". Glue line should not obscure reading material.

2. Deliverable 2: Oblong Dry Snap Books

a. Estimated Annual Quantity: 2,000,000

Size: 11" x 8 ½"

Stock: 50 lb. white recycled, offset.

Parts: Minimum 2 sheets (4 parts); Maximum 14 sheets (28 parts)

Ink: Black ink is standard on all items; however, ink colors vary and are subject to change. A book may contain between 1-4 colors on 1 or more pages. The Contractor(s) is required to match PMS colors where specified. OTDA will provide ink specifications on each request. Ink is subject to change.

Presswork: All pages will print a minimum of 1 color. Some parts may require 2 or more colors on 1 or both pages.

Perforations: Books may require vertical perforations perpendicular to the glue line on a minimum of 1 sheet. Some books require between 1-2 additional perforations on the last sheet. Perforations should not obscure reading material.

Binding: Line glue between each part along the left margin not to exceed 3/16". Glue line should not obscure reading material.

| Dry Snap Books* | |
|------------------------|---------------------|
| Sheets/Parts | Quantity Per Carton |
| 2 | 1,250 |
| 3 | 1,000 |
| 4 | 800 |
| 5 | 575 |
| 6 | 500 |
| 10 | 300 |
| 11 | 300 |
| 13 | 240 |
| 14 | 225 |
| 18 | 175 |
| 19 | 150 |
| 22 | 125 |
| 25 | 100 |

*Table is applicable for Lot 1, Deliverables 1 and 2.

B. Lot 2 – Carbonless Snap Set Forms

1. Deliverable 1: Two Part Set

a. Estimated Annual Quantity: 50,000

Size: 8 ½" x 11" Plus Stub.

Stock: Carbonless Bond Paper.

Part 1: Coated Back (CB) 16 lb. White

Part 2: Coated Front (CF) 15 lb. Canary

Ink: Black

Presswork: Parts 1 and 2 print 1 color face only; or Parts 1 and 2 print 1 color face and 1 color back.

Binding: In sets of 2 by adding a snap out stub where specified and gluing between all parts of the stub area as not to obscure reading material.

Wrapping: Must be shrink wrapped in sets of 250.

Carton Count: 2,000 forms per carton. Full cartons only.

b. Estimated Annual Quantity: 300,000

Size: 8 ½" x 14" Plus Stub.

Stock: Carbonless Bond Paper.

Part 1: CB 16 lb. White

Part 2: CF 15 lb. Canary

Ink: Black

Presswork: Parts 1 and 2 print 1 color face and 1 color back.

Binding: In sets of 2 by adding a snap out stub where specified and gluing between all parts of the stub area as not to obscure reading material.

Wrapping: Must be shrink wrapped in sets of 200.

Carton Count: 1,800 forms per carton. Full cartons only.

2. Deliverable 2: Three Part Set

a. Estimated Annual Quantity: 25,000

Size: 11" x 8 ½" Overall.

Stock: Carbonless Bond Paper.

Part 1: CB 16 lb. White

Part 2: Coated Front & Back (CFB) 14 lb. Canary

Part 3: CF 15 lb. Pink

Ink: Black

Presswork: All parts print 1 color face only.

Numbering: One or more 3-part carbonless snap set forms may require crash numbering. Beginning number will be provided for each number.

Binding: In sets of 3 by adding a snap out stub where specified and gluing between all parts of the stub area as not to obscure reading material.

Wrapping: Must be shrink wrapped in sets of 250.

Carton Count: 1,250 forms per carton. Full cartons only.

b. Estimated Annual Quantity: 200,000

Size: 8 ½" x 14" Plus Stub.

Stock: Recycled Carbonless Bond Paper.

Part 1: CB 16 lb. White

Part 2: CFB 14 lb. Canary

Part 3: CF 15 lb. Pink

Ink: Black

Presswork: All parts print 1 color face only; or All parts print 1 color face and back.

Binding: In sets of 3 by adding a snap out stub where specified and gluing between all parts of the stub area as not to obscure reading material.

Wrapping: Must be shrink wrapped in sets of 250.

Carton Count: 1,250 forms per carton. Full cartons only.

C. Lot 3 – Continuous Pinfeed Forms

1. Deliverable 1: One Part Continuous Pinfeed Forms

a. Estimated Annual Quantity: 100,000

Size: 9 ½" x 4" Overall.

Stock: 90 lb. Recycled Index Bond.

Ink: PMS Process Blue

Presswork: 1 color face, 1 color back.

Press Numbering: Consecutive press numbering required in the top left corner on side 1 (face) of each form. Beginning number will be provided for each order. The Contractor(s) must provide beginning and ending form numbers on packing slip.

Pinfeed Holes: Standard marginal punching along both edges.

Vertical Perforations: 1/2" perforated stub along both edges; 4" from left edge, full length.

Horizontal Perforations: 1 ½" from top of form, full length.

Carton Count: 3,000 forms per carton. Full cartons only.

- b. Estimated Annual Quantity: 25,000
Size: 14 7/8" x 11" Overall.
Stock: Recycled 20# Pink Forms Bond.
Ink: PMS 464 (Brown), PMS 192 (Red)
Presswork: 2 colors face, 2 colors back.
Pinfeed Holes: Standard marginal punching along both edges.
Vertical Perforations: 7/8" perforated stub along right edge; 1/2" perforated stub along left edge.
Horizontal Perforations: Every 11" between forms, full length.
Carton Count: 2,650 forms per carton. Full cartons only.
- c. Estimated Annual Quantity: 1,500,000
Size: 14 7/8" x 11" Overall.
Stock: Recycled 20# White Forms Bond.
Ink: PMS 464 (Brown), PMS 192 (Red), Black
Presswork: 3 colors face, 2 colors back.
Pinfeed Holes: Standard marginal punching along both edges.
Vertical Perforations: 7/8" perforated stub along right edge; 1/2" perforated stub along left edge.
Horizontal Perforations: Every 11" between forms, full length.
Carton Count: 2,650 forms per carton. Full cartons only.
- d. Estimated Annual Quantity: 100,000
Size: 14 7/8" x 11" Overall.
Stock: Recycled 20# White Forms Bond.
Ink: PMS Reflex Blue, PMS 192 (Red)
Presswork: 2 colors face, 2 colors back.
Pinfeed Holes: Standard marginal punching along both edges.
Vertical Perforations: 7/8" perforated stub along right edge; 1/2" perforated stub along left edge.
Horizontal Perforations: Every 11" between forms, full length.
Carton Count: 2,650 forms per carton. Full cartons only.

e. Estimated Annual Quantity: 400,000

Size: 14 7/8" x 11" Overall.

Stock: Recycled 20# White Forms Bond.

Ink: PMS Reflex Blue, Black

Presswork: 2 colors face only.

Pinfeed Holes: Standard marginal punching along both edges

Vertical Perforations: 7/8" perforated stub along right edge; 1/2" perforated stub along left edge.

Horizontal Perforations: Every 11" between forms, full length.

Carton Count: 2,650 forms per carton. Full cartons only.

2. Deliverable 2: Two Part Carbonless Continuous Pinfeed Forms

a. Estimated Annual Quantity: 1,500,000

Size: 14 7/8" x 11" Overall.

Stock: Recycled Carbonless Bond.

Part 1: CB 16 lb. White

Part 2: CF 15 lb. White

Ink: PMS 464 (Brown), PMS 192 (Red), Black

Presswork: Parts 1 and 2 print 3 colors face, 1 color back.

Pinfeed Holes: Standard marginal punching along both edges.

Vertical Perforations: 7/8" perforated stub along right edge; 1/2" perforated stub along left edge.

Horizontal Perforations: Every 11" between forms, full length.

Fastening: Glue in margins of all parts. Crimp all parts along both edges.

Carton Count: 1,500 forms per carton. Full cartons only.

b. Estimated Annual Quantity: 400,000

Size: 14 7/8" x 11" Plus Stub Overall.

Stock: Recycled Carbonless Bond.

Part 1: CB black image 16 lb. White

Part 2: CF 15 lb. White

Ink: PMS Reflex Blue, PMS 192 (Red)

Presswork: Parts 1 and 2 print 2 colors face, 2 colors back.

Pinfeed Holes: Standard marginal punching along both edges.

Vertical Perforations: 7/8" perforated stub along right edge; 1/2" perforated stub along left edge.

Horizontal Perforations: Every 11" between forms, full length.

Fastening: Glue in margins of all parts. Crimp all parts along both edges.

Carton Count: 1,500 forms per carton. Full cartons only.

3. Deliverable 3: Four Part Carbonless Continuous Pinfeed Forms

a. Estimated Annual Quantity: 100,000

Size: 9 1/2" x 11" Overall.

Stock: Recycled Carbonless Bond.

Part 1: CB 16 lb. White

Part 2: CFB 14 lb. Canary

Part 3: CFB 14 lb. Pink

Part 4: CF 15 lb. Goldenrod

Ink: Black

Presswork: Parts 1 and 2 print 1 color face, 1 color back; Parts 3 and 4 print 1 color face only.

Pinfeed Holes: Standard marginal punching along both edges.

Vertical Perforations: 1/2" perforated stub along right edge; 1/2" perforated stub along left edge.

Horizontal Perforations: Every 11" between forms, full length.

Fastening: Glue in margins of all parts. Crimp all parts along both edges.

Carton Count: 800 forms per carton. Full cartons only.

b. Estimated Annual Quantity: 25,000

Size: 14 7/8" x 11" Plus Stub.

Stock: Recycled Carbonless Bond.

Part 1: CB 16 lb. White

Part 2: CFB 14 lb. White

Part 3: CFB 14 lb. White

Part 4: CF 15 lb. White

Ink: Black

Presswork: Parts 1 and 2 print 1 color both sides; Parts 3 and 4 print 1 color, face only.

Pinfeed Holes: Standard marginal punching along both edges.

Vertical Perforations: 1/2" perforated stub along right edge; 1/2" perforated stub along left edge.

Horizontal Perforations: Every 11" between forms, full length.

Fastening: Glue in margins of all parts. Crimp all parts along both edges.

Carton Count: 800 forms per carton. Full cartons only.

Examples of the above forms are included as exhibits to this IFB.

IV. Backup Plan

The Contractor(s) shall establish a continuity of operations plan in the event of an equipment failure, disaster, or other long duration emergency for the printing, assembly, and delivery of forms as outlined herein the scope of work. Therefore, if the primary facility becomes compromised due to events such as fire or flood where the physical structure is damaged, the Contractor(s) must have a backup plan to continue to provide forms timely and as ordered. The Contractor(s) shall submit to OTDA, for OTDA's review and approval, a detailed written backup plan sixty (60) days after it has been requested. If revisions are required by OTDA, the Contractor(s) shall resubmit the revised backup plan within thirty (30) days of the request.

The specifics of the backup plan should include or consider, but is not limited to:

- A. In the event of emergency, or break in services, the Contractor(s) must notice OTDA immediately.
- B. The Contractor(s) must be able to provide forms in the volumes specified herein.

The Contractor(s) must be able to provide forms meeting the specifications and quality as established herein.

APPENDIX Y

Service Disabled Veteran Owned Businesses (SDVOB) Participation Requirements for NYS Office of Temporary and Disability Assistance Contracts

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OTDA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OTDA contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

- A. OTDA hereby establishes an overall goal of 6 % for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the OTDA Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the

term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OTDA.

- C. OTDA will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OTDA acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OTDA a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OTDA to be inadequate, OTDA shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by OTDA, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. OTDA may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OTDA determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OTDA shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the designated contacts at OTDA for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OTDA at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OTDA shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be

made at any time during the term of the Contract to OTDA, but must be made no later than prior to the submission of a request for final payment on the Contract.

- D. If OTDA, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OTDA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals. Waiver requests should be sent to OTDA.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OTDA with certified SDVOBs whom OTDA determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OTDA during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the OTDA website and should be completed by the Contractor and submitted to OTDA, by the 7th day of each month during the term of the Contract, for the preceding month's activity to the contract's designated Contract/Program Manager at OTDA.



Appendix Z

Minority and Women-Owned Business Enterprise (MWBE) participation requirements for all NYS Office of Temporary and Disability Assistance Contracts

I. General Provisions

- A. The OTDA is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OTDA, to fully comply and cooperate with OTDA in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to OTDA pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, OTDA hereby establishes an overall goal of 10% for MWBE participation, 5% for New York State-certified minority-owned business enterprise ("MBE") participation and 5% for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>. Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract]
- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
 2. Any responses by MWBEs to the Contractor’s outreach;
 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OTDA with MWBEs; and,
 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (“EEO”)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to OTDA within seventy-two (72) hours after the date of the notice by OTDA to award the Contract to the Contractor.
 3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OTDA may require the Contractor or subcontractor to adopt a model statement (see Form



OTDA-4970 Minority and Women-owned Business Enterprise – Equal Employment Opportunity Policy Statement).

4. The Contractor's EEO policy statement shall include the following language:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form OTDA-4934 - Staffing Plan

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

D. Form OTDA-4971 - Workforce Utilization Report

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

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



2. Separate forms shall be completed by the Contractor and any subcontractors.
 3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

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

V. Waivers

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



days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OTDA by the 10th day following the end of each quarter during the term of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where OTDA determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to OTDA liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OTDA, the Contractor shall pay such liquidated damages to OTDA within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

Attachment 1 - High Volumes for Lot 1

| Date | Order Qty | Parts | Deliverable |
|--------------|------------------|-------|-------------|
| Aug-23 | 250,000 | 10 | 1a |
| Aug-23 | 100,000 | 10 | 1a |
| Aug-23 | 250,200 | 10 | 1a |
| Aug-23 | 100,000 | 10 | 1a |
| Aug-23 | 300,150 | 14 | 1b |
| Aug-23 | 150,000 | 14 | 1b |
| Aug-23 | 300,000 | 13 | 1b |
| Aug-23 | 50,160 | 13 | 1b |
| Aug-23 | 200,000 | 14 | 1b |
| Aug-23 | 150,000 | 10 | 1a |
| Aug-23 | 50,000 | 10 | 1a |
| Aug-23 | 200,000 | 13 | 1b |
| Aug-23 | 275,100 | 11 | 1a |
| Sep-23 | 50,000 | 14 | 1b |
| Dec-23 | 400,000 | 6 | 1b |
| Dec-23 | 300,000 | 5 | 1b |
| Dec-23 | 150,000 | 6 | 1b |
| Dec-23 | 50,000 | 4 | 1a |
| Jan-24 | 250,000 | 3 | 1a |
| Jan-24 | 300,000 | 2 | 1a |
| Jan-24 | 100,625 | 18 | 1b |
| Jan-24 | 150,000 | 22 | 1b |
| Jan-24 | 100,000 | 3 | 1a |
| Jan-24 | 160,200 | 5 | 1b |
| Jan-24 | 150,000 | 6 | 1b |
| Jan-24 | 50,000 | 3 | 1a |
| Jan-24 | 25,000 | 2 | 1a |
| Total | 4,611,435 | | |

| Date | Deliverable | Ordes | Qty |
|--------|-------------|-----------|------------------|
| Aug-23 | 1a | 7 | 1,175,300 |
| Aug-23 | 1b | 6 | 1,200,310 |
| Sep-23 | 1b | 1 | 50,000 |
| Dec-23 | 1a | 1 | 50,000 |
| Dec-23 | 1b | 3 | 850,000 |
| Jan-24 | 1a | 5 | 725,000 |
| Jan-24 | 1b | 4 | 560,825 |
| | | 27 | 4,611,435 |

Important Information about Child Support Services

If you need language assistance, please visit the local child support office so that language translation and/or interpretation services can be provided.

Safety Concerns

If you are concerned that seeking child support services may endanger you or your child, your local Child Support Program office can help you to access services safely. We can protect your address information by helping you sign up for the Address Confidentiality Program and by preventing your address from appearing on documents we send to the court. We will also not allow sharing of location information at your request, or if we learn:

- You are residing in a domestic violence shelter;
- You have an order of protection involving the Other Party;
- You have a domestic violence referral or other written statement from a public or private service provider; or
- A court has determined that contact with the Other Party creates a risk of physical or emotional harm to you or the child.
- For additional safety information see <https://childsupport.ny.gov/dcse/accessCssSafely.html>.

Definitions

Child – an individual under age 21 for whom support is sought.

Custodial Parent – the parent with primary care and custody of the child. In equal shared custody cases, this is the parent eligible to receive child support.

Guardian – a nonparent caregiver with physical custody of at least one child under age 21. If the child lives with the guardian on a day-to-day basis, the guardian has physical custody of the child.

Noncustodial Parent – the parent obligated to pay child support.

Alleged Parent – the person who may be the child's genetic parent but who has not yet been legally declared to be the parent.

Intended Parent – an individual who intends to be legally bound as the parent of a child resulting from assisted reproduction.

Disbursement – the process of money being sent out to the custodial parent once child support has been received; the paying out of collected child support funds.

Protecting Confidentiality

Your information will be kept confidential in accordance with the law. There may be instances in which your information may need to be shared with the State and federal government. We will only share what is necessary to provide services or required by law.

Eligibility

In New York State, both parents are required to support their child until the child is 21 years of age. Any parent or person with custody of at least one child under age 21 can apply for child support services. A parent without custody may also apply for services in order to make payments through the program to ensure there is a payment record. Further, a child under age 21 may apply for child support services.

When you apply for or receive Temporary Assistance, child support services may be provided to you based on your referral to the Child Support Program. Child support services may also be provided if you are applying for Medicaid for yourself and the child or your child has been placed in foster care.

Assignment and Cooperation with Child Support

If you are an applicant/recipient of Temporary Assistance for the child, or Medicaid for yourself and the child, or if your child is in Title IV-E Foster Care, you are required to assign to the social services district (district) rights you have to support on your own behalf and any rights to support on behalf of any family member for whom you are applying for, or receiving, assistance. For Medicaid applicants/recipients, this assignment is limited to medical support only. When applying for or receiving Temporary Assistance, your assignment of support rights is limited to support that accrues during the period that you or the family member receives assistance. You are required to assign these support rights and, unless you claim good cause or domestic violence for not doing so, cooperate with the Child Support Program to locate the other parent; establish parentage for the child; establish, modify, or adjust orders of support; and collect and enforce orders of support.

If you **are** receiving Temporary Assistance for the child or Medicaid for yourself and the child, you will be sanctioned for failing to cooperate absent a determination of good cause or domestic violence, if applicable.

Services

The following child support services are provided, as appropriate:

- **Location** of the Other Party, including obtaining information about addresses, employment, other sources of income and assets, and health care coverage;
- **Establishment of Parentage** for a child through the voluntary acknowledgment process or through a court based process;
- **Establishment** and/or **Modification** of an order of support, including establishment of health insurance coverage or cash medical support, if available, from either parent;
- **Collection** and **Distribution** of child support or combined child and spousal support, including educational expenses, child care expenses, and cash medical support; and
- **Enforcement of Support Obligations** through income withholding; tax refund intercept; seizure of assets and lottery winnings; credit bureau reporting; suspension of the noncustodial parent's New York State driver license; filing and prosecuting Violation Petitions and referral to the New York State Department of Taxation and Finance for collection

All services listed above are also provided to parents who live in other counties, states, and some countries.

Child Support Obligations

The basic child support obligation includes a percentage-based obligation, a provision for health insurance coverage and/or cash medical support, child care expenses, and educational expenses for the child, if determined by the court (Family Court Act § 413 and Domestic Relations Law § 240).

The percentage guideline is applied to combined parental income up to \$163,000. Above \$163,000 the court determines whether to use the percentage guideline. The court may deviate from the percentage-based obligation based on the factors set forth in Family Court Act § 413(1)(f) and Domestic Relations Law § 240(1-b)(f).

Child Support Percentages

| | |
|------------|--------------|
| 1 child | 17% |
| 2 children | 25% |
| 3 children | 29% |
| 4 children | 31% |
| 5 or more | at least 35% |

Low Income Obligation: If the noncustodial parent's income is below the federal poverty level, the support amount may be limited to \$25 per month. When income is below the self-support reserve (135% of the federal poverty level), but above the federal poverty level, the support amount may be limited to \$50 per month.

Cost of Living Adjustment (COLA): An order is eligible for COLA when it is at least two (2) years old and the sum of the average annual percentage change in the CPI-U is equal to or greater than ten (10) percent since the order was issued, modified, or adjusted. Every two years your account will be reviewed to determine whether your order is eligible for a COLA. A notice is sent to both parties when an order is eligible for a COLA. COLA adjustments are made without going to court.

Modification of Orders: The Child Support Program can assist you in filing a petition to modify your order of support, if needed. Either party has the right to seek a modification of the order of support based on a substantial change in circumstances, a three year passage of time, or a 15% or more change in the income of either parent.

Rights to Information Regarding Legal Proceedings: You have the right to be kept informed of the time, date, and place of any court proceedings involving you. You will be provided with a copy of any order establishing, modifying, adjusting, or enforcing an order of support, or any order dismissing the petition.

Distribution of Payments

Support payments are distributed according to federal and New York State distribution rules.

- **If the custodial parent has never received Temporary Assistance**, they will receive all support that is collected and due, except for the Annual Service Fee and the recovery of costs for legal services, if applicable.
- **If the custodial parent is receiving Temporary Assistance**, child support collections received will be paid to the State and to the district for reimbursement of up to the total amount of Temporary Assistance that has been paid to the custodial parent. The custodial parent will be paid a child support "pass-through" payment from the current support collected each month in addition to the Temporary Assistance paid. The pass-through is an amount up to \$100 per month of current support collected or up to the current support obligation, whichever is less, for any household with one individual under the age of 21 active on the Temporary Assistance case. The pass-through paid to the family increases to up to \$200 per month of current support collected or up to the current support obligation, whichever is less, for Temporary Assistance families with two or more individuals under the age of 21 active on the Temporary Assistance case. The custodial parent will be paid any support collected after the total Temporary Assistance paid to the custodial parent has been reimbursed.
- **If the custodial parent formerly received Temporary Assistance**, child support collections received will first be used to pay current support followed by payments for support arrears/past due support owed to the custodial parent and then to support arrears/past due support due to the district. Collections received from federal tax refund offset will first be paid to satisfy any support arrears/past due support due the district and then to support arrears/past due support owed to the custodial parent.
- **If the custodial parent is in receipt of Medicaid**, medical support payments will be paid to the State and to the district for reimbursement of up to the total amount of Medicaid that has been paid to a provider.
- **If the child is in receipt of foster care**, support collected will be paid to the district. Any support collected exceeding the foster care maintenance payments will be paid to the district supervising the child's placement and foster care to use in the manner it determines will serve the child's best interests.

Recoupment of Overpayments

The Child Support Program collects child support payments on your behalf and sends them to you. In rare instances, an overpayment may occur. If an overpayment occurs, you are responsible to return or repay these funds.

Legal Services and Cost Recovery for Legal Services

Applicants not receiving Temporary Assistance or Medicaid may choose to request and pay for legal services to establish parentage or to establish, modify, or enforce a child support order by completing the Right to Recovery Agreement for Legal Services (LDSS-4920). Legal services are **not** provided for matters of custody or visitation, negotiation, or drafting of surrogacy agreements.

The attorney assigned to your case is the legal representative of the Commissioner of the district and **does not represent you personally**. Any information that you provide to the social services district's attorney or staff **may not remain confidential**.

Annual Service Fee

There is a \$35 annual service fee, if you have never received Temporary Assistance for Needy Families (TANF) and the Child Support Program collects at least \$550 for you during the federal fiscal year (which begins October 1st each year).

Customer Service

You may obtain additional information about child support as well as payment and account information online at childsupport.ny.gov or by calling the New York State Child Support Helpline at **888-208-4485 (TTY: 866-875-9975 – Relay Service)** <https://www.fcc.gov/general/internet-based-trs-providers>. A personal identification number (PIN) is required to set up your online child support account. You will receive your PIN by mail when your child support account is established.

Nondiscrimination Notice

New York State prohibits discrimination based on race, color, national origin, disability, age, sex, and in some cases, religion, or political beliefs. New York State additionally prohibits discrimination based on gender identity, transgender status, gender dysphoria, sexual orientation, marital status, domestic violence victim status, pregnancy-related conditions, predisposing genetic characteristics, prior arrest or conviction record, familial status, and retaliation for opposing unlawful discriminatory practices. For more information about how to file a discrimination complaint, please visit childsupport.ny.gov.



Libro 2

Lo Que Usted Debe Saber Sobre los Programas de Servicios Sociales

Preguntas y Respuestas

Si usted es una persona ciega o tiene un impedimento visual grave y necesita una solicitud o estas instrucciones en un formato alternativo, lo puede solicitar de su distrito de servicios sociales. Se ofrecen los siguientes formatos alternos:

- Letra impresa grande;
- Formato de datos (archivo electrónico accesible por lector de pantalla);
- Formato en audio (una transcripción en audio de las instrucciones o preguntas sobre la solicitud); y
- En Braille, si usted determina que ninguno de los otros formatos alternos le serán de igual utilidad a usted.

Las solicitudes y las instrucciones también las puede descargar en letra grande, formato de datos y formato audio en www.otda.ny.gov o www.health.ny.gov. Tenga en cuenta que las solicitudes se pueden obtener en formato audio y Braille exclusivamente para propósitos informativos. Si desea hacer una solicitud, usted debe someter una solicitud por escrito, en un formato no alternativo. Si usted necesita otra modificación, favor de comunicarse con su distrito de servicios sociales.

Vea también

LIBRO 1 (LDSS-4148A-SP)

«Lo Que Usted Debe Saber Sobre Sus Derechos y Responsabilidades»

y

LIBRO 3 (LDSS-4148C-SP)

«Lo Que Usted Debe Saber Si Tiene una Emergencia»

GUARDE ESTE LIBRO COMO REFERENCIA FUTURA

GUARDE ESTE LIBRO COMO REFERENCIA**ÍNDICE**

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NOTA

Este libro le explica las distintas formas en que su departamento local de servicios sociales lo puede ayudar si usted o su familia se encuentran en necesidad.

Recuerde que estos programas y servicios tienen reglas federales y estatales que deben cumplirse.

Esto no deberá impedir que usted se informe acerca de estos programas y servicios cuando su familia necesite ayuda.

SECCIÓN A**ASISTENCIA TEMPORAL****P. ¿Qué es Asistencia Temporal?**

- R. Asistencia Temporal es una ayuda temporal para adultos y niños necesitados. Si usted no puede trabajar, no puede encontrar trabajo o no gana lo suficiente, la Asistencia Temporal podría ayudarle a pagar sus gastos. Los programas de Asistencia Temporal incluyen Asistencia para Familias y Asistencia Red de Seguridad.

P. Si tengo o consigo trabajo, ¿puedo igualmente obtener ayuda?

- R. Usted puede trabajar y obtener Asistencia Temporal si sus ingresos están por debajo de una determinada cantidad.
- Si su caso se cierra porque sus ingresos están por encima de una cantidad determinada, **podría** todavía obtener ayuda para el cuidado de niños y Asistencia Médica.
 - Podría obtener Beneficios de Cupones para Alimentos (vea «**Beneficios de Cupones para Alimentos**», **Sección D de este Libro**) y Servicios (vea «**Servicios**», **Sección F de este Libro**).
 - Si usted consigue un empleo, debe notificárselo a la persona a cargo de su caso en el departamento local de servicios sociales dentro de 10 días.

P. ¿Puedo obtener ayuda para conseguir un trabajo?

- R. Cuando usted solicita u obtiene Asistencia Temporal y/o Beneficios de Cupones para Alimentos, podría obtener ayuda con respecto a:
- Búsqueda de trabajo o servicios de colocación de empleo para ayudarle a encontrar empleo.
 - Servicios de preparación de empleo con el fin de ayudarle a desarrollar las habilidades necesarias que lo preparen a encontrar un empleo.
 - Los estudios, especialmente si usted no terminó la escuela secundaria o no tiene un certificado equivalente al diploma de la escuela secundaria (G.E.D.).
 - Capacitación
 - Cuidado de niños para que usted pueda conseguir un trabajo o para que usted pueda participar en actividades laborales o en programas educativos o de capacitación aprobados por el departamento local de servicios sociales.
 - Gastos de transporte y otros gastos relacionados con el empleo y necesarios para que usted participe en las tareas de trabajo asignadas.

P. ¿Qué sucede si tengo una emergencia y necesito ayuda inmediatamente?

- R. Podría obtener ayuda inmediatamente. Asegúrese de decirle a su trabajador(a) de casos que usted cree que tiene una emergencia. (Vea el Libro 3, LDSS-4148C-SP «**Lo que usted debe saber si tiene una emergencia**»).

P. ¿Qué clases de gastos me ayudará a pagar Asistencia Temporal?

- Gastos de alimentos y ropa
- Gastos de renta o hipoteca
- Calefacción, gas, electricidad, agua y otros servicios
- Otras necesidades especiales como:

- Comidas

Puede recibir dinero adicional para comer en restaurantes o recibir servicio a domicilio de comidas si usted está imposibilitado para preparar comidas en casa.

- Embarazo

Si usted está embarazada, puede recibir dinero adicional. Usted podrá recibir este dinero a partir del cuarto mes de embarazo hasta el fin del embarazo si le entrega al trabajador a cargo de su caso una nota. El certificado médico deberá indicar que usted está embarazada y la fecha cuando espera dar a luz. No podrá recibir dinero adicional en ningún mes antes de presentar el certificado médico a su trabajador(a) de casos.

- Transporte y demás servicios de apoyo laboral

Podrá recibir ayuda con el transporte u otros gastos relacionados con el empleo y los cuales se consideren necesarios para que usted pueda participar en actividades de trabajo asignadas. Por ejemplo, si usted participa en un programa educativo o de capacitación aprobado por el departamento local de servicios sociales, puede obtener ayuda con ciertos gastos tales como: cuidado de niños, transporte o vestimenta de trabajo, considerados necesarios para que usted participe en la actividad aprobada. **(Ver la pregunta en este libro: «¿Puedo obtener ayuda adicional cuando participo en un programa educativo o de capacitación?»).**

- Vivienda y enseres del hogar

Podría obtener ayuda en alguno de los siguientes casos:

- (1) Para impedir el desalojo o pagar su alquiler, hipoteca o impuestos adeudados antes de solicitar la Asistencia Temporal.
- (2) Si se ve obligado(a) a mudarse del lugar donde vive actualmente, podría obtener ayuda para pagar por:
 - El almacenaje de los muebles y otros objetos personales suyos.
 - Las comisiones del agente inmobiliario o intermediario.
 - El depósito de garantía para el alquiler o garantía del contrato.
 - Gastos de mudanza.
- (3) Reparación de artículos del hogar tales como: equipo de calefacción, cocina o refrigerador.
- (4) Podría obtener ayuda para comprar muebles u otros artículos necesarios para el hogar si:
 - Un miembro de la familia regresa al hogar después de haber sido dado de alta de una institución o de un hogar de crianza.
 - Se debe mudar por razones de salud y de seguridad y no puede encontrar una casa o apartamento amueblado.
 - Necesita los elementos para organizar su hogar.
- (5) Si es propietario de su casa, podría obtener ayuda para realizar las reparaciones necesarias de la propiedad para garantizar su salud y seguridad.
- (6) Si pierde sus muebles o la ropa en un incendio, inundación u otra calamidad natural, podría obtener ayuda para reemplazar estos artículos del hogar o la ropa.

NOTA: la mayoría de las personas que pueden recibir Asistencia Temporal también pueden recibir Asistencia Médica y Cupones para Alimentos si los solicitan.

P. ¿Cuáles son los Programas de Asistencia Temporal?

R. 1. Asistencia para Familias

Brinda Asistencia Temporal a familias necesitadas que satisfacen los requisitos y que incluyan un niño menor que viva con uno de los padres (se incluyen las familias con ambos padres en el hogar), o un familiar que esté a cargo del cuidado. Se administra según las reglas federales pertinentes a la Asistencia Temporal para Familias Necesitadas (TANF).

Bajo el programa Asistencia para Familias, los adultos que cumplen con los requisitos reciben beneficios por un período límite total de 60 meses de por vida, incluyendo los meses en que reciben asistencia con fondos de TANF, otorgada en otros Estados. Los meses de Asistencia Red de Seguridad en efectivo (#2 a continuación) también cuentan en el límite de por vida de los 60 meses. Una vez se alcanza ése límite, ese adulto y todos los miembros del núcleo familiar que reciben Asistencia para Familias ya no reunirán los requisitos para recibir beneficios de Asistencia para Familias. No es necesario que los meses sean consecutivos, sino que cada mes en particular en que se reciben beneficios de TANF (o Asistencia Red de Seguridad en Efectivo) se incluyen en el límite de por vida. El conteo del período-límite de 60 meses comenzó a partir de diciembre de 1996.

Toda persona que esté solicitando o recibiendo Asistencia para Familias, también está obligada a cooperar, de buena fe, con el Estado y el distrito de servicios sociales con motivo de establecer la paternidad del niño nacido fuera del matrimonio para poder localizar el padre / la madre ausente o padre putativo al establecer, modificar y hacer cumplir las órdenes de sustento, como también para obtener pagos de sustento u otros pagos o propiedad, como una condición adicional de habilitación del programa de Asistencia para Familias. La falta de cooperación sin causa justificada tendrá como resultado una reducción de los beneficios de Asistencia para Familias.

2. Asistencia Red de Seguridad

Si usted no satisface los requisitos para recibir otros programas de asistencia, probablemente pueda recibir Asistencia Red de Seguridad.

El programa Asistencia Red de Seguridad es para:

- Adultos solteros
- Parejas sin niños
- Niños que no vivan con parientes adultos
- Familias de personas que abusan de las drogas o el alcohol
- Familias de personas que se niegan a someterse a una detección, evaluación o tratamiento por el uso de drogas/alcohol
- Personas que han excedido el límite de 60 meses de asistencia
- Extranjeros que satisfacen los requisitos para recibir Asistencia Temporal pero no para recibir un reembolso federal.

Por lo general, usted puede recibir Asistencia Red de Seguridad en efectivo durante un máximo de dos años de por vida. El cálculo de este límite de tiempo empezó en agosto de 1997. Después de esa fecha, si usted satisface los requisitos para recibir Asistencia Red de Seguridad, se le dará de otra forma que no sea en efectivo tal como un cheque endosado o en forma de vales. Además, el programa Asistencia Red de Seguridad no en Efectivo es para:

- familias de personas que abusan de las drogas o el alcohol
- familias de personas que se niegan a someterse a una detección, evaluación o tratamiento por el uso de drogas/alcohol
- familias con un adulto que ha excedido el límite de tiempo de por vida de 60 meses.

NOTA: toda persona que solicita o recibe Asistencia Temporal está obligada a participar, tan pronto le sea posible, en actividades laborales según se las asigne el departamento local de servicios sociales. Toda persona que esté exenta del requisito de trabajo debido a una condición de estado de salud, se le pedirá que participe en un programa de tratamiento o demás servicios que le ayuden a restablecer o mejorar la capacidad para trabajar. El no cumplir con los requisitos de trabajo, voluntariamente y sin causa justificada, puede tener como resultado la reducción o suspensión de los beneficios de Asistencia Temporal o de Cupones para Alimentos o de ambos.

P. ¿Cómo solicito la Asistencia Temporal?

- R.** Si vive fuera de la Ciudad de Nueva York, llame o visite su departamento local de servicios sociales y solicite un paquete de solicitud. Si vive en la Ciudad de Nueva York, llame o visite el Centro Local de Compensación de Ingresos y Empleo. Se le exige llenar la solicitud y devolverla. Recuerde, usted puede entregar (**registrar**) la solicitud el mismo día que la recibe.

P. ¿Qué sucede cuando solicito Asistencia Temporal?

- R.** Se le entrevistará para averiguar si usted puede recibir Asistencia Temporal. Se le pedirán ciertos comprobantes. (**Vea el Libro 1 LDSS-4148A SP: Lo que usted debe saber sobre sus derechos y responsabilidades**).

Es posible que se le entreviste para averiguar qué tipos de empleo usted puede desempeñar. También posiblemente tratemos el tema de las actividades y servicios, inclusive educación y capacitación, de los que usted dispone que le permitan conseguir un empleo.

Durante la entrevista, se le harán preguntas sobre:

- Su educación, capacitación y antecedentes laborales
- Qué clase de trabajos puede realizar y cuáles son sus preferencias
- Acordar un plan de trabajo apropiado para usted
- El cuidado de los niños y demás servicios relativos al empleo, tales como transporte, que usted pueda necesitar para poder participar en actividades laborales, inclusive el empleo.

A menos que el departamento local de servicios sociales determine que usted está exento de participar en actividades laborales, usted debe participar en actividades laborales tal como se las asigna el departamento local de servicios sociales. Toda persona que esté solicitando o recibiendo Asistencia Temporal y que pueda trabajar, se supone que busque por un trabajo constantemente y que lo acepte cuando se le ofrezca uno.

P. ¿Y si solamente quiero Asistencia Temporal para los niños que viven conmigo que no son mis hijos biológicos o adoptivos?

- R.** Muchas personas tienen niños viviendo con ellos que no son sus hijos, por ejemplo, los abuelos pueden tener los nietos viviendo con ellos, o un vecino puede estar a cargo del cuidado de los niños de sus vecinos cuando los padres no están. Si usted tiene un niño viviendo con usted que no es su hijo, usted puede solicitar Asistencia Temporal a favor de ese niño. Este

tipo de Asistencia Temporal se denomina cuidador no parental y se da en la forma de un subsidio en efectivo a ser utilizado para el cuidado del niño.

Tome en cuenta los siguientes factores si esa es su situación:

- La legislación federal y estatal exige que se den ciertos datos relativos a la unidad familiar cuando se solicita asistencia temporal. Esto significa que aunque una sola persona de la unidad familiar solicite, se debe rellenar la solicitud por entero. Además, su unidad familiar podría habilitar para recibir Cupones para Alimentos, Medicaid, Cuidado de Niños y otros servicios. Si usted también está solicitando estos otros programas, los datos de la solicitud completamente rellena le ayudará al trabajador social a determinar si usted habilita para estos otros programas. Puede elegir, sin embargo, solicitar solamente beneficios de Medicaid, Cuidado de Niños o Cupones para Alimentos. Además si se determina que su unidad familiar no reúne los requisitos para recibir Asistencia Temporal para los niños y usted está solicitando beneficios de Cupones para Alimentos y Asistencia Médica, su habilitación para recibir beneficios de Cupones para Alimentos y Asistencia Médica se determinará separadamente.
- Sus ingresos y recursos no se tomarán en cuenta al determinar el subsidio de Asistencia Temporal para los niños que usted cuida. La única ocasión en que sus ingresos y recursos se tomarán en cuenta será si usted también solicita Asistencia Temporal. Aún en ese caso, no se tomará en cuenta contra el subsidio de Asistencia Temporal para el niño que usted cuida. Los subsidios destinados a cuidadores no parentales se basan exclusivamente en los ingresos y recursos de los niños solicitantes.
- Usted tendrá que suministrar datos sobre las personas que viven con usted, su domicilio, sus gastos y los ingresos y recursos del niño. Si usted es el pariente, pero no el padre del niño por el cual usted está solicitando, se le pedirá que revele sus ingresos y recursos, pero no tiene que someter comprobantes de los mismos a no ser que usted también esté solicitando beneficios. Se le pedirán estos datos porque es un requisito federal que los distritos locales de servicios sociales los obtengan.
- Usted debe cooperar con los requisitos del programa de Ejecución de Pagos de Sustento de Menores cuando somete una solicitud de asistencia temporal para su(s) niño(s). Usted también tiene el derecho de reclamar motivo justificado como la razón por la cual se opone a que cobremos el sustento del menor si el hacerlo tendría consecuencias negativas para usted o la salud, la seguridad y el bienestar de sus hijos. Si usted teme que el padre del cual se busca ejercitar los servicios de ejecución de sustento de menores le hará daño a usted o al menor, déjeselo saber inmediatamente al trabajador social. El trabajador social le aconsejará lo que necesita hacer para conseguir una exención por violencia doméstica del requisito de cooperación relativo al cobro de sustento de menores.

P. Si yo soy la persona a cargo del cuidado del menor que vive conmigo y dicho menor no es mi hijo biológico ni mi hijo adoptivo y necesito ayuda adicional o recursos adicionales para cuidar del menor, ¿dónde los solicito?

R. El Programa de Parientes Cuidadores ha sido creado con motivo de formar una red a nivel estatal de programas de apoyo comunitarios que fomenten la estabilidad y permanencia del hogar por medio de servicios a parientes cuidadores y a sus familiares. El programa se compone de 13 programas comunitarios de apoyo ubicados en distintas regiones del estado y los cuales suministran servicios a parientes cuidadores que se encargan de otros familiares. Las familias que suministran cuidados a otros parientes de manera informal, familiares que tienen la tutela o la custodia del menor, como también aquellos familiares que suministran cuidados de crianza, pueden beneficiarse de estos programas. Entre los servicios se cuentan:

- | | |
|--|--|
| • Asesoramiento | • Información sobre Medicaid infantil |
| • Información de tipo legal | • Administración de casos |
| • Grupos de apoyo | • Información sobre presupuesto e impuestos |
| • Servicios de relevo | • Vivienda |
| • Destrezas / habilidades para la paternidad responsable | • Remisiones |
| • Promoción de la educación | • Información sobre pagos para niños solamente |

Además, un 14^{avo}. programa del Estado de Nueva York, conocido como Programa Navegador para Parientes, ofrece servicios de información y remisión con motivo de ayudar a los cuidadores y los niños que tienen a su cargo. Un cuidador que resida en cualquier zona de Nueva York, puede llamar un número, libre de cargos, o entrar a una página web donde encontrará información sobre los servicios disponibles en el condado o sus alrededores. Especialistas capacitados pueden ayudarle a los cuidadores a evaluar las necesidades y diseñar un plan de acción. Puede comunicarse con el Programa Navegador para Parientes marcando el **1-877-6463 (1-877-4KinInfo)** de lunes a viernes de las 9:30 am a las 4:30 pm, o en la página web en: <http://www.nysnavigator.org/>

P. ¿Qué sucede si solicito asistencia temporal y no me siento bien como para trabajar o participar en actividades laborales debido a una afección médica?

R. Una persona que solicita Asistencia Temporal y reclama que él / ella no puede trabajar o participar en actividades laborales debido a una afección médica, posiblemente tenga que someter documentación de su médico. Además, es posible que a la

persona se le pida someterse a un examen médico realizado por un médico remitido por el departamento local de servicios sociales, con motivo de evaluar el estado de salud e identificar toda limitación como también la atención médica, la rehabilitación o tratamientos necesarios para que dicha persona pueda reestablecer o mejorar su habilidad para desempeñar un trabajo. El departamento local de servicios sociales examinará la documentación médica a mano y le informará por escrito sobre la decisión tomada en cuanto a si usted debe participar o no en actividades laborales (trabajo no exento o trabajo limitado) o si usted está exento del requisito de trabajo. Esa notificación también le informará sobre el derecho a solicitar una audiencia imparcial si usted no está de acuerdo con la decisión tomada por el departamento local de servicios sociales en cuanto a su habilitación para participar en actividades laborales y el plazo establecido para solicitar la audiencia imparcial.

P. ¿Existen ciertas personas que no son aptas para recibir Asistencia Temporal?

R. Sí. No se puede brindar Asistencia Temporal a las personas que:

1. Sean menores de dieciocho años de edad, no estén casados(as), tengan un niño a su cuidado, pero que no tengan niños menores de doce semanas de edad a su cuidado, y que no hayan finalizado la escuela secundaria o no estén estudiando para obtener un diploma de educación secundaria o equivalente, o no participen en un programa alternativo aprobado por el trabajador(a) de casos.
2. Hayan sido condenadas por un tribunal federal por proporcionar declaraciones fraudulentas o representaciones falsas sobre su lugar de residencia con el propósito de recibir Asistencia Temporal de dos o más estados. El período durante el cual no podrán recibir beneficios es de diez años.
3. Estén huyendo para evitar un enjuiciamiento o custodia o encarcelamiento bajo las leyes del lugar del cual huyen por un delito o intento de delito y el cual se considere un delito grave por las leyes del lugar del cual el individuo huye, o en el caso del Estado de Nueva Jersey, que constituya un delito menor con agravantes (*«high misdemeanor»*) bajo las leyes de dicho estado.
4. Estén en contravención de la libertad probatoria o libertad bajo palabra impuesta por ley federal o estatal.
5. Estén sancionadas por un individuo o por un programa por no cumplir con ciertos requisitos de habilitación.

P. ¿Puedo obtener Asistencia Temporal si no soy ciudadano(a) de Estados Unidos?

R. Si no es ciudadano de Estados Unidos, se le exige comprobar que es un extranjero dentro de una de las categorías a continuación para poder satisfacer los requisitos de Asistencia Temporal (algunos extranjeros sólo podrían recibir Asistencia Red de Seguridad):

1. un nacional no ciudadano de Estados Unidos; o
2. un amerindio nacido en Canadá con al menos 50 por ciento de sangre de raza amerindia conforme al Artículo 289 de la Ley de Inmigración y Nacionalidad (INA); o
3. un miembro de una tribu indígena según lo estipulado en la Sección 4(e) del Acta de Autodeterminación y Servicios Educativos de los Pueblos Indígenas (25 U.S.C. 450b[e]); o
4. un extranjero admitido en Estados Unidos en calidad de refugiado bajo la Sección 207 del Acta de Inmigración y Nacionalidad; o
5. un extranjero al que se le concedió asilo de conformidad con la Sección 208 del Acta de Inmigración y Nacionalidad; o
6. un extranjero cuya deportación haya sido retenida conforme a la Sección 243(h) del Acta de Inmigración y Nacionalidad en vigencia antes del 1º de abril de 1997, o cuya remoción haya sido retenida conforme a la Sección 241(b)(3) del Acta de Inmigración y Nacionalidad; o
7. un extranjero admitido en Estados Unidos en calidad de ingresante cubano o haitiano; o
8. un extranjero admitido como inmigrante amerasiático; o
9. un extranjero admitido como laosiano Hmong o de Highland, incluyendo a su cónyuge y los menores a cargo; o
10. un extranjero que preste servicio activo en las Fuerzas Armadas de Estados Unidos, o un veterano con baja honorable, su cónyuge y menores a cargo, y el cónyuge sobreviviente que no se haya vuelto a casar y los menores solteros dependientes de un miembro en el servicio activo o de un veterano fallecido; o
11. un extranjero que haya sido admitido como residente legal permanente; o
12. un extranjero que haya sido admitido por razones humanitarias o por razones de interés público (*«paroled»*) en Estados Unidos bajo la Sección 212(d)(5) del Acta de Inmigración y Nacionalidad por un período mínimo de un año; o
13. un extranjero al que se le ha otorgado ingreso condicional de conformidad con la Sección 203(a)(7) del Acta de Inmigración y Nacionalidad en vigencia antes del 1º de abril del 1980; o
14. un extranjero que haya sido agredido o que haya sido víctima de crueldad extrema en Estados Unidos por parte de un miembro de su familia y quien también cumple con otros requisitos; o
15. un extranjero que haya sido sometido a una forma extrema de trata de personas según lo define el Acta de Protección de Víctimas de Trata y Violencia de 2000; o
16. un extranjero no incluido en el listado anterior que esté considerado como residente permanente de Estados Unidos de conformidad con la Ley de Apariencia de Legalidad (PRUCOL), inclusive:

- a. un extranjero admitido a Estados Unidos por razones humanitarias o de interés público hace menos de un año;
- b. un extranjero que resida en Estados Unidos según lo dispone la Sección 241(a)(3) del INA;
- c. un extranjero al que se le haya otorgado anulación de remoción según la Sección 240A del INA;
- d. un extranjero al que se le haya otorgado una condición de postergación de la adjudicación, la cual posterga su salida;
- e. un extranjero al que se le haya otorgado visa clase «K3» o «K4» según la Ley de Equidad para las Familias de Inmigrantes Legales;
- f. un extranjero al que se le haya otorgado un estado de visa «V» según la Ley de Equidad para las Familias de Inmigrantes Legales;
- g. un extranjero al que se le haya otorgado un estado de visa «S»;
- h. un extranjero al que se le haya otorgado postergación de la adjudicación como amparo provisional para una visa «U»; y
- i. un extranjero que demuestre que él / ella entró a Estados Unidos y ha continuado residiendo en Estados Unidos desde el 1º de enero de 1972 según la Sección 249 del INA.

P. ¿Qué sucede si un extranjero indocumentado vive en mi hogar?

- R.** Los extranjeros que no tengan documentos que les permitan residir legalmente en Estados Unidos, satisfacen los requisitos para recibir ciertos beneficios de emergencia solamente. Cuando ciudadanos o extranjeros que residen legalmente en este país conviven con extranjeros indocumentados, todos los miembros de la familia deben incluirse en la solicitud. Toda persona que no firme la certificación de la solicitud en la que se certifica que él / ella es ciudadano(a) estadounidense o extranjero con situación de inmigración aprobada, no puede recibir Asistencia Temporal. Sin embargo, si de otra forma reúne las condiciones, el resto de los miembros del hogar tienen derecho a recibir beneficios. NOTA: si la Oficina de Servicios de Ciudadanía e Inmigración de Estados Unidos (USCIS) ha tomado una resolución definitiva indicando que el miembro del hogar se encuentra ilegalmente en el país (por ejemplo: si la oficina USCIS ha emitido una orden definitiva de deportación) y esa persona solicita beneficios, lo notificaremos a la oficina de USCIS.

P. ¿Puedo obtener ayuda adicional cuando participo en un programa educativo o de capacitación?

- R.** Si usted está recibiendo beneficios de Asistencia Temporal y/o Cupones para Alimentos y está participando en un programa educativo o de capacitación aprobado por el departamento local de servicios sociales, posiblemente reciba ayuda extra con los gastos relacionados a su participación en el programa educativo o de capacitación, tales como:
- cuidado de niños
 - transporte
 - vestimenta de trabajo
 - herramientas de trabajo
 - matrículas, libros y útiles

P. ¿Qué sucede si encuentro un trabajo?

- R.** Si encuentra un trabajo, podría recibir Asistencia Temporal y/o Beneficios de Cupones para Alimentos, dependiendo de lo que gane.

Si tiene un hijo que vive con usted, es posible que gran parte de lo que gane no se tenga en cuenta con relación a los beneficios de Asistencia Temporal.

Si usted obtiene un trabajo y gana dinero suficiente como para dejar de recibir Asistencia Temporal, es posible que pueda obtener los siguientes beneficios:

- Cuidado de Niños y/o Asistencia Médica hasta por un año (**ver «Ayuda Transitoria», Sección E del presente libro**).
- Beneficios de Cupones para Alimentos (**ver «Beneficios de Cupones para Alimentos», Sección D del presente libro**).
- Créditos por ingresos devengados (**ver «Otros Beneficios», Sección H del presente libro**).

P. ¿Puedo obtener ayuda con un gasto que si no lo pago me puede ocasionar la pérdida de mi trabajo?

- R.** Usted puede reunir los requisitos para recibir un pago por razones especiales. Dicho pago es para una situación crítica específica o evento determinado en la que dicho pago evitaría que la persona o la familia tenga que depender de asistencia constantemente. Para satisfacer los requisitos y recibir un pago por razones especiales, no debe contar con recursos económicos propios disponibles para satisfacer la necesidad. Ejemplos de «pagos por razones especiales» son los gastos relacionados con el trabajo, inclusive gastos de transporte relacionados con el trabajo, o costos de reubicación de vivienda que le permitan a la persona o la familia valerse por sí misma.

P. ¿Qué sucederá si no acepto participar o no participo en un Programa Obligatorio de Empleo?

- R. Si usted puede trabajar y se niega intencionalmente y sin motivo justificado a participar en un programa obligatorio de empleo, podría perder la Asistencia Temporal, los Beneficios de Cupones para Alimentos y otros servicios. Antes de perder la Asistencia Temporal, los Cupones para Alimentos u otros servicios, es posible que se le ofrezca una reunión conocida como Conferencia de Conciliación o Conferencia con la Agencia, para analizar por qué no participó o por qué se rehusó a participar.

No perderá la Asistencia Temporal, los Beneficios de Cupones para Alimentos o los demás servicios si tiene razones justificadas para no participar o para negarse a participar. Posiblemente se le pidan comprobantes que avalen su reclamo que existe un motivo justificado por el cual usted no puede participar en un programa de empleo según los exige el departamento local de servicios sociales. Además, tiene derecho a una Audiencia Imparcial. Si desea saber cómo solicitar una audiencia imparcial, consulte el **Libro 1 (LDSS-4148A SP) «Lo que usted debe saber sobre sus derechos y responsabilidades»**.

P. ¿Tienen que solicitar Asistencia Temporal todas las personas que viven conmigo?

- R. Cuando usted solicita Asistencia Temporal todos los niños que viven con usted (menores de 18 años) deben también solicitarla. Si alguien más vive en su hogar y dicha persona es pariente consanguíneo o padre adoptivo o hermano consanguíneo o hermano adoptivo o hermana (menor de 18 años de edad), de sus niños, ellos también deben solicitar y sus ingresos y recursos también se tomarán en cuanto al calcular la asignación de Asistencia Temporal. Esto se conoce como Regla sobre la Unidad Familiar. Además, un padre de familia no puede solicitar Asistencia Temporal sin incluir también en la solicitud a los hijos que viven con el padre de familia.

P. ¿Qué sucede si mi hijo(a) recibe Beneficios del Seguro Social?

- R. Si alguno de los niños en su hogar, ha solicitado o debe solicitar los beneficios del Seguro Social, y usted ha solicitado la Asistencia Temporal para estos niños, usted debe saber lo siguiente:

El Congreso y la Administración del Seguro Social consideran que es legal que usted gaste los beneficios del Seguro Social de un niño que está a su cargo, en los hermanos y padres de este niño si ellos desean solicitar o reciben los beneficios de Asistencia Temporal. Esto significa que los beneficios del Seguro Social serán calculados como ingresos de la Unidad Familiar y se pueden utilizar para gastos básicos del hogar, como alimentos y vivienda, además de atender a las necesidades inmediatas del niño.

P. Si se determina que cumpla con los requisitos, ¿en qué forma obtengo mis beneficios de Asistencia Temporal?

- R. Usted recibirá un folleto titulado «Cómo usar su tarjeta de beneficios para obtener sus Cupones para Alimentos y/o Beneficios en Efectivo».

- Usted debe tener acceso a sus beneficios en efectivo por medio de los minoristas participantes o de los Cajeros Automáticos (ATM) que muestran el logo QUEST. Para saber la ubicación de los minoristas participantes y los ATM que no cobran recargos, llame libre de cargos al **1-800-289-6739**.
- Utilizará la Tarjeta de Identificación de Beneficios en Común (CBIC) y el Número de Identificación Personal (PIN).
- El subsidio mensual regular en efectivo se dividirá en dos beneficios mensuales (si es más de \$25.00).
- Usted recibirá un formulario en el que se le informará de las fechas disponibles para cada uno de los dos subsidios en efectivo.
- Los beneficios se podrán utilizar durante el mes. Los beneficios no utilizados se acumulan en su cuenta de beneficios en efectivo de mes a mes.
- Si usted no retira el dinero en efectivo por un periodo de 90 días consecutivos, todo beneficio de dinero en efectivo restante en la cuenta que tenga 90 días de antigüedad será extraído (retirado) y devuelto a la agencia. Puede pedirle a la persona a cargo de su caso que emita nuevamente los beneficios en efectivo extraídos a los cuales usted tenga derecho.
- Recuerde verificar los recibos después de cada transferencia electrónica de beneficios.

P. ¿Existe un límite de tiempo durante el cual puedo obtener Asistencia Temporal?

- R. Existen dos límites para la Asistencia Temporal en el Estado de Nueva York.

1. Límite de sesenta meses del Estado: en el Estado de Nueva York este límite de tiempo incluye los siguientes Programas de Asistencia Temporal:

- Beneficios en efectivo recibidos desde diciembre de 1996 bajo el programa Ayuda para Niños Dependientes, Asistencia para Familias, Asistencia Red de Seguridad, Programa de Asistencia para Niños y Programa de Asistencia en Efectivo para Refugiados.
- Los beneficios de Asistencia Temporal de otros Estados bajo el programa Asistencia Temporal para Familias Necesitadas (TANF).
- Los beneficios no en efectivo de la Red de Seguridad recibidos por familias en las que el adulto debe participar en

programas de tratamiento por toxicomanía.

2. **Límite de veinticuatro meses de la Red de Seguridad en Efectivo: este límite incluye todos los pagos en efectivo de la Asistencia Red de Seguridad recibidos desde agosto de 1997.**

NOTA: una vez usted haya agotado el periodo límite de 24 meses, usted habilita solamente para beneficios no en efectivo.

NOTA: la asistencia TANF recibida en otros Estados puede incluir períodos anteriores a diciembre de 1996.

NOTA: si usted es VIH seropositivo o tiene una incapacidad que le impide trabajar, es posible que usted esté exento de los límites de tiempo.

NOTA: los límites de tiempo para la Asistencia Temporal no afectan los Beneficios de Cupones para Alimentos o la Asistencia Médica.

P. Creo que soy víctima de violencia doméstica. ¿Cómo me puede ayudar esta agencia?

- R. Usted debe cumplir con ciertos requisitos para poder recibir Asistencia Temporal. Sin embargo, si usted es víctima de violencia doméstica y piensa que cumplir con uno o más de los requisitos para calificar para Asistencia Temporal lo expondría a usted o a sus hijos a mayor riesgo, puede solicitar una entrevista con un representante del servicio de violencia doméstica para evaluar el riesgo de daño. Se le podrá eximir de ciertos requisitos, si fuese necesario. El trabajador(a) de casos de Asistencia Temporal le podrá dar mayor información durante la entrevista.

Además, usted puede llamar a una línea de emergencia durante las 24 horas al día para solicitar información sobre viviendas de emergencia, grupos de ayuda y asesoramiento. Estos servicios le ayudarán a proteger su seguridad y la de sus hijos.

Si necesita información y remisiones a suministradores de servicios locales que tratan cuestiones de violencia doméstica, puede llamar los siguientes números de teléfono, libre de cargos. Le atenderán las 24 horas del día.

En la Ciudad de Nueva York, llame al 1-800-621-HOPE (1-800-621-4673)

En otras áreas del estado de Nueva York, llame a la Línea Directa de Ayuda sobre Violencia Doméstica al 1-800-942-6906 (Si habla español, llame gratis al 1-800-942-6908).

El trabajador(a) de casos asignado a su caso también puede proporcionarle esta información.

P. Como extranjero con residencia legal en Estados Unidos, ¿en qué forma los ingresos y recursos de mi patrocinador afectan mis requisitos y subsidios?

- R. Se considerará que los ingresos y recursos del patrocinador que firmó una declaración de mantenimiento con posterioridad a diciembre de 1997 están a su disposición cuando se analice si cumple o no con los requisitos para recibir Asistencia para Familias. Si usted cumple con los requisitos, sólo la cantidad actual que aporta el patrocinador se considerará como ingreso cuando se calculen sus beneficios de Asistencia Temporal. Sin embargo, bajo el acuerdo federal modificado de patrocinio, el distrito de servicios sociales solicitará y recaudará un reembolso por parte del patrocinador. Esta información pertinente a la obligación del patrocinador se compartirá con el gobierno federal.

P. ¿Qué sucede si un miembro de mi hogar tiene recursos que no se cuentan en la habilitación para recibir Asistencia Temporal?

- R. Los recursos incluyen, pero no se limitan a: bienes raíces, propiedad personal, dinero en efectivo, cuentas de banco, pólizas de seguro, fondos de fideicomisos, autos, etc. El límite de recursos fijado para Asistencia Temporal es de \$2,000 para cada unidad familiar. Si uno de los miembros de la unidad familiar está incapacitado, tiene 60 años de edad o más, el límite de recursos es de \$3,000.00.

Ciertos recursos tales como los pagos de Crédito Tributario por Ingreso del Trabajo (EITC), subsidio de becas educativas de pregrado y préstamos, cuentas de bancos para un primer auto o un reemplazo de auto con motivo de buscar, obtener o mantener un empleo y ahorros de la Seguridad de Ingreso Suplementario, son recursos exentos. Estos fondos se deben mantener en cuentas separadas de otros fondos. Si no se separan se contarán como parte del límite de recursos de la unidad familiar.

Por ejemplo, si uno de los miembros del hogar recibe Seguridad de Ingreso Suplementario (SSI), él o ella, debe tener una cuenta por separado para que el dinero de SSI se pueda depositar en dicha cuenta. De esta manera, el dinero de SSI no se tomará en cuenta en su límite de recursos.

- P. **¿Qué pasa si tengo ingresos que recibo regularmente pero no todos los meses? (por ejemplo, ingreso que recibo solamente una vez al año)**
- R. Si usted tiene ingresos devengados o no devengados que recibe regularmente, usted debe gastar el ingreso por partes iguales cada mes hasta que reciba el próximo pago.

Por ejemplo, si usted recibe una anualidad (una vez al año) de \$1,200.00, debe usar \$100 cada mes por 12 meses. La persona a cargo de su caso presupuestaría \$100 cada mes como parte del cálculo del subsidio de Asistencia Temporal.

SECCIÓN B

ASISTENCIA MÉDICA

- P. **¿Qué es la Asistencia Médica (también conocida como Medicaid)?**
- R. La Asistencia Médica es una ayuda para las personas que no pueden pagar la totalidad de sus cuidados médicos.
- Medicaid ofrece cobertura de salud a niños y adultos cuyos ingresos y recursos están por debajo de ciertos límites.
 - El seguro de salud Family Health Plus ofrece cobertura de seguro de salud a individuos de entre las edades de 19 a 64 años cuyos ingresos son muy altos para recibir Medicaid.
 - El Programa de Beneficios de Planificación Familiar ofrece servicios de planificación familiar, educación de la salud y atención médica para personas en edad fértil cuyos ingresos estén por debajo de ciertos niveles. (Vea la pregunta y la respuesta a «**¿Me puede ayudar la Asistencia Médica a conseguir servicios de planificación familiar?**» más adelante en esta sección donde se trata la Asistencia Médica).
 - El programa de Adquisición de Beneficios de Medicaid para Trabajadores Incapacitados (MBI-WPD) ofrece a las personas discapacitadas que cuentan con un empleo y ganan más de los límites establecidos de Medicaid regular, la oportunidad de retener su cobertura de cuidados de atención de salud por medio de Medicaid.

- P. **¿Quién puede recibir Medicaid?**

- R. Usted puede obtener Medicaid si:
- cumple con ciertos requisitos de ingresos, recursos, edad, incapacidad o demás requisitos; y si
 - generalmente, usted cumple con los requisitos para recibir Asistencia Temporal o Seguridad de Ingreso Suplementario (SSI).

- P. **¿Cómo solicito Medicaid?**

- R. Usted deberá llenar una solicitud y marcar el casillero que lee Medicaid.
- La solicitud de Asistencia Temporal no es una solicitud de Medicaid. Las personas que obtienen Asistencia Temporal no obtienen automáticamente Medicaid. Si usted desea obtener ambos, Medicaid y Asistencia Temporal, **deberá marcar ambos casilleros en la solicitud.**
 - Cuando usted recibe Seguridad de Ingreso Suplementario (SSI), no tiene que solicitar Medicaid por separado si usted quiere recibir Asistencia Médica antes de recibir SSI, usted debe solicitarlo.
 - Si usted desea solicitar solamente servicios de planificación familiar, debe solicitarlos de un proveedor de planificación familiar afiliado a Medicaid que tenga un acuerdo con el departamento local de servicios sociales para aceptar solicitudes. Su departamento local de servicios sociales le podrá entregar una lista de estas ubicaciones, o puede llamar gratis al **1-800-541-2831**.

Si usted desea solicitar Medicaid, siga uno de los siguientes pasos:

- Si vive en la Ciudad de Nueva York, llame a la Línea de Información de la Administración de Recursos Humanos al **(718) 557-1399**, o puede llamar gratis al **1-877-472-8411** para recibir información sobre cómo y dónde solicitarlo.
- Si usted vive fuera de la Ciudad de Nueva York, llame o visite su departamento local de servicios sociales en el condado en el que vive y solicite un paquete de solicitud.
- Si usted es un residente de un tipo de vivienda coordinado por la Oficina de Salud Mental o de la Oficina de Retardo Mental e Incapacidades Evolutivas, comuníquese con la oficina según el tipo de instalación:
Instalación del Departamento de Salud Mental de Nueva York – Oficina de Recursos para el Paciente; o
Instalación de la Oficina de Retardo Mental e Incapacidades Evolutivas del Estado de Nueva York – Oficina Regional de Administración Fiscal.
- Si usted está embarazada o solicita el beneficio para niños pequeños, **llame gratis al 1-800-522-5006**.
- Se puede obtener información adicional sobre Medicaid en internet en: www.nyhealth.gov, haga clic en Medicaid.

Existen organizaciones en todo el estado de Nueva York que pueden ayudarle con su solicitud de Medicaid. Si desea saber el nombre de la organización más cercana a su domicilio, llame gratis al **1-800-698-4543** o al **1-877-934-7587**.

P. ¿Cómo me puede ayudar Medicaid?

R. Medicaid le puede ayudar a pagar por:

- Primas de seguro médico
- Servicios ambulatorios y de internación en hospitales
- Atención domiciliaria de salud
- Servicios de laboratorio y rayos X
- Cuidado en hogares de convalecencia
- Tratamiento y atención preventiva de salud y cuidados dentales (médicos y dentistas)
- Servicios de planificación familiar
- Tratamiento en hospitales psiquiátricos (para menores de 21 años y adultos de 65 años o mayores), instituciones de salud mental, e instituciones de retraso mental e incapacidad del desarrollo
- Medicamentos y suministros
- Servicios clínicos
- Traslado de emergencia en ambulancias a hospitales
- Otros servicios de salud

Medicaid probablemente pague los siguientes gastos, pero usted o la persona o institución que presta los servicios deberá contar con la **aprobación de antemano (aprobación previa)**:

- Transporte para asistir a consultas médicas, incluso fichas para el autobús y millas del automóvil
- Cuidado personal
- Servicios privados de enfermería
- Ciertos cuidados dentales
- Equipamiento médico duradero (sillas de ruedas, calzado ortopédico, etc.)
- Cuidado de la salud a domicilio por tiempo prolongado bajo el Programa Cuidados de la Salud a Domicilio a Largo Plazo (**LTHHCP**). Este tipo de servicio es atención a domicilio y es muy similar al cuidado en un hogar de convalecencia (nursing home) para personas que requieren cuidados a domicilio por más de 90 días y que necesitan cuidados de enfermería o servicios terapéuticos. (Dicho programa no se ofrece en todos los departamentos locales de servicios sociales).
- Servicios domiciliarios y de base comunitaria en programas especiales que le ayudan a permanecer en el hogar para que no tenga que ingresar en una casa de convalecencia (nursing home).

Si usted está embarazada o tiene un niño, puede obtener ayuda de los siguientes programas:

- **Programa Asistencia de Cuidado Prenatal (PCAP).** Si usted está embarazada, el **Programa Asistencia de Cuidado Prenatal** puede ayudarle a que reciba la atención necesaria para tener un bebé sano. Usted puede tener ingresos altos y aun así habilitar para recibir Asistencia de Cuidado Prenatal. No existe un límite en cuanto a los recursos que usted pueda tener. Durante su primera visita al Programa de Asistencia de Cuidado Prenatal, el trabajador social le ayudará con la solicitud de Asistencia Médica. Para más información con respecto a este programa, llame a la Línea de Información Bebé Sano al **1-800-522-5006**.
- **WIC.** Además podrá recibir el **WIC** (Programa para Mujeres, Bebés y Niños). Este programa ofrece información útil sobre nutrición y sobre la importancia de una dieta sana. El programa **WIC** entrega cheques que pueden canjearse en comercios participantes por fórmula para bebés, leche, jugo, huevos, queso, cereales, manteca de maní, arvejas secas y habichuelas.

Si desea más información sobre WIC y dónde inscribirse, llame al **1-800-522-5006**.

- **Programas de Cuidados Administrados de Salud.** Le ayudan también a encontrar un médico que pueda brindarle atención prenatal y siga atendiéndola después de su embarazo. Los programas de cuidados administrados también ofrecen un seguro de salud para niños y adolescentes (Child / Teen Health).

Plan de seguro médico para niños y adolescentes (Child / Teen Health)

Todo niño necesita un «hogar médico». El hogar médico está formado por el médico, la enfermera, el asistente de médico o por el equipo de profesionales de la salud encargado de la salud de su hijo durante las diferentes etapas de su desarrollo, comenzando desde su infancia, luego la edad preescolar y a lo largo de su niñez hasta la adolescencia. Un hogar médico es el lugar donde usted siempre lleva a su hijo a los exámenes médicos de rutina o cuando su hijo está enfermo. El hogar médico es el lugar donde usted va cuando tiene preguntas y dudas sobre la salud y el desarrollo de su hijo.

Programa de Salud para Niños y Adolescentes (Child / Teen Health). Este programa le ayuda a encontrar un «hogar médico». Es una manera de ofrecer a los niños y adolescentes atención preventiva (controles), exámenes médicos y controles de seguimiento para garantizar que estén sanos y se desarrollen normalmente.

El plan de salud para niños y adolescentes es para los menores (que reciben Asistencia Médica) comprendidos entre las edades desde su nacimiento hasta los 21 años de edad. No cuesta nada.

El programa de salud para niños y adolescentes brinda:

- Exámenes médicos completos
- Exámenes para comprobar si su hijo crece y se desarrolla normalmente y realiza las cosas correspondientes a su edad
- Exámenes para detectar plomo en la sangre
- Exámenes de oído, laboratorio y vista
- Vacunas necesarias
- Cuidado dental
- Tratamientos necesarios para tratar una condición o enfermedad descubierta durante un examen, como asma, fibrosis quística, diabetes, anemia de células falciformes y problemas de vista y audición.

Si desea más información sobre este programa o si necesita ayuda para ubicar un médico para su hijo, llame al coordinador del **Programa de Salud para Niños y Adolescentes (Child / Teen Health)** al departamento local de servicios sociales.

P. Si me mudo a un nuevo condado, ¿necesito volver a someter una solicitud para recibir Medical / Family Health Plus?

R. No. Si usted se muda, debe notificárselo al departamento local de servicios sociales de su nuevo domicilio. Si no hay otros cambios de circunstancias que podrían afectar su habilitación, su caso de Medicaid será trasladado a su nuevo condado de residencia.

P. ¿Me puede Medicaid ayudar a obtener servicios de planificación familiar?

R. Sí. Si usted está en edad fértil y cumple con los requisitos para recibir Asistencia Médica o Family Health Plus, los servicios de planificación familiar están incluidos. Si se le negó o le caducaron los beneficios de Asistencia Médica y/o Family Health Plus, usted podría reunir los requisitos para el programa de beneficios de Planificación Familiar porque el nivel de ingresos es más elevado y no hay un límite de recursos. Usted también puede solicitar solamente el programa de Planificación Familiar sin solicitar los programas de Asistencia Médica o Family Health Plus.

El Programa de Beneficios de Planificación Familiar (FPBP) brinda cobertura de Asistencia Médica para servicios de planificación familiar a personas que cumplen con los requisitos y que están en edad fértil. La habilitación se base en sus ingresos. Tanto el proceso de solicitud como los servicios provistos, son confidenciales.

Si usted satisface los requisitos tendrá acceso a servicios de planificación familiar de todos los proveedores de servicios de planificación familiar afiliados a Asistencia Médica. Entre los servicios se citan los siguientes: todo método de control de la natalidad aprobado por la Administración de Drogas y Alimentos (FDA), dispositivos, material, historia clínica reproductiva completa y exámenes físicos y ginecológicos, esterilización masculina y femenina, prueba de embarazo y asesoramiento, y orientación antes de la concepción. Si usted reúne los requisitos, la cobertura comenzará el primer mes en el que usted somete la petición.

La mayoría de los departamentos de salud locales del condado, las clínicas de planificación familiar financiadas con fondos públicos, y los proveedores de Programas de Asistencia para Atención Prenatal (proveedores de planificación familiar afiliados a Medicaid) le pueden ayudar a llenar la solicitud y a obtener la documentación necesaria. La habilitación para el Programa de Beneficios de Planificación familiar continuará por 12 meses, a menos que un cambio en sus circunstancias ya no le rindan apto(a) para dicho programa. Después del periodo de 12 meses, usted recibirá por correo un formulario de renovación. Si desea más información sobre este programa, llame o visite su departamento local de servicios sociales y pida una solicitud. Usted puede solicitar la inscripción en el programa en la oficina de un prestador de servicios de planificación familiar. Para ubicar un prestador de servicios de planificación familiar en su zona, llame gratis al **1-800-541-2831**. (Vea la descripción del programa de Family Health Plus al final de la sección sobre Asistencia Médica de este folleto).

P. ¿Qué es el Programa de Adquisición de Beneficios de Medicaid para Trabajadores Incapacitados (MBI-WPD)?

R. El Programa de Adquisición de Beneficios de Medicaid para Trabajadores Incapacitados ofrece cobertura de Asistencia Médica para trabajadores incapacitados cuyos ingresos netos son iguales o inferiores al 250% del índice nacional de pobreza y cuyos recursos no exentos sean iguales o inferiores a los \$10,000. El programa está destinado a ayudar a los trabajadores incapacitados a retener su cobertura de seguro de salud. Según sus ingresos, posiblemente se le pida que pague una prima mensual.

P. ¿Cuáles son los requisitos del Programa de Adquisición de Beneficios de Medicaid para Trabajadores Incapacitados?

R. Para poder participar en el programa usted debe:

- tener una certificación de incapacidad expedida por la Administración del Seguro Social o por el Equipo de Revisiones de Incapacidad local o del Estado; y

- vivir en el estado de Nueva York; y
- ser ciudadano o nacional estadounidense, americano autóctono o inmigrante con situación migratoria aprobada; y
- tener por lo menos 16 años de edad pero menos de 65; y
- desempeñar una actividad laboral remunerada de cuyo pago se hagan todas las retenciones tributarias estatales y federales; y
- cumplir con el requisito de ingreso y recursos (vea abajo); y
- pagar una prima, si es obligatorio.

P. ¿Cómo funciona Medicaid?

- R.** Una vez aprobada la solicitud, la mayoría de las personas reciben una tarjeta plástica titulada en inglés '**Common Benefit Identification Card**' (Tarjeta de Identificación de Beneficios en Común). Cuando reciba atención médica, entregue esa tarjeta a su médico, farmacéutico u otra persona de la cual solicita un servicio. Su médico, farmacéutico u otra persona debe de estar de acuerdo en facturar Medicaid y ser un prestador de servicios afiliado a Medicaid. Sus facturas se enviarán al Programa de Asistencia Médica del Estado de Nueva York para su pago posterior. Las personas afiliadas al programa de Family Health Plus recibirán una tarjeta del plan de salud que hayan seleccionado. Las personas aptas inscritas en Family Health Plus o en un plan de cuidados administrados de Medicaid deben de usar los prestadores de servicios de su plan de salud para los servicios comprendidos en el plan.

En la mayoría de los condados del estado de Nueva York, usted tendrá la opción de unirse a un plan de salud de cuidados administrados. La mayoría de los condados tienen cuidados administrados obligatorios. (Vea la pregunta y la respuesta a «¿Qué es un plan de salud de cuidados administrados de Medicaid?»).

P. ¿Tengo que pagar alguna cantidad por mis cuidados médicos?

- R.** Los beneficiarios de Asistencia Médica de 21 años de edad o mayor, probablemente tengan que pagar parte de los costos de ciertos servicios de atención médica o artículos médicos. Conocido como un copago. Su proveedor de servicios médicos está autorizado a cobrarle el copago. Por cada período de 12 meses a partir del 1º de abril, existe un máximo total de copagos de \$200 por beneficiario.

Si usted no puede hacer el copago solicitado, infórmele a su proveedor de servicios médicos cuando él o ella se lo cobre. De igual manera, el proveedor le suministrará los servicios. El proveedor no puede negarle los servicios o los suministros porque usted le diga que no puede hacer el copago. Llame al 1-800-541-2831 para reportar el caso de algún proveedor que se niega a atenderlo o a brindarle servicios porque usted no puede hacer el copago.

- Las cantidades de los copagos son las siguientes:

| Servicio | Cantidad (\$) |
|---|---|
| Internación hospitalaria | \$25 por estadía a ser pagados el día de alta |
| Paciente ambulatorio en hospital y clínica | \$3.00 por visita |
| Visitas no urgentes / no de emergencia a la sala de emergencias. | \$3.00 por visita |
| Medicamentos recetados | |
| (marca específica) | \$3.00 |
| (genérico) | \$3.00 |
| Medicamentos de venta libre | \$1.00 |
| Medicamentos para tratar enfermedades de salud mental | \$.50 |
| Terapia de observación directa de Tuberculosis | NO SE COBRA COPAGO |
| Planificación familiar | NO SE COBRA COPAGO |
| Suministros y fórmulas nutricionales médicas | \$1.00 por orden / receta |
| Suministros médicos / quirúrgicos | \$1.00 por orden |
| Laboratorio | \$0.50 por procedimiento |
| Rayos X | \$1.00 por procedimiento |
| | \$1.00 por procedimiento |

- Los siguientes beneficiarios están exentos del copago:

- Beneficiarios menores de veintiún años de edad.
- Mujeres embarazadas (esta exención se prolonga durante los dos meses posteriores al mes en que finaliza el embarazo).
- Beneficiarios internados en una instalación médica a los cuales se les exige que gasten la totalidad de sus ingresos (a excepción de un monto destinado a gastos personales) en atención médica. Entre éstos se incluye todo beneficiario internado en un hogar de convalecencia y en instalaciones de cuidados intermedios para incapacitados del desarrollo.

- Los beneficiarios inscritos en planes de salud de cuidados administrados de Medicaid, a excepción que dichas personas estarán sujetas a copagos por cada medicamento genérico recetado distribuido, por cada medicamento recetado de marca distribuido y por cada medicamento de venta libre ordenado por un profesional de salud autorizado.
- Residentes de residencias comunitarias certificadas de la Oficina de Salud Mental del Estado de Nueva York y de Incapacidades Evolutivas y beneficiarios inscritos en un programa integral de administración de casos de Medicaid o en un programa de dispensas de servicios de base domiciliaria y comunitaria. Participantes en el programa de atención de salud domiciliaria a largo plazo **no** están exentos de los copagos.

• **Entre los servicios exentos del copago se citan los siguientes:**

- servicios de emergencia
- servicios de planificación familiar (por ejemplo: píldoras anticonceptivas y condones)
- Terapia de observación directa de Tuberculosis
- Programas de tratamiento y cuidado continuo por el uso de la metadona, servicios clínicos para la salud mental, servicios clínicos para el tratamiento del retraso mental, servicios clínicos para el tratamiento del abuso de alcohol y sustancias.

NOTA: los médicos en ejercicio de la profesión y los dentistas no cobran copago, ni tampoco los servicios de cuidados personales y domiciliarios.

NOTA: si usted recibe **Family Health Plus** sus copagos son diferentes. (Vea la pregunta «¿Cuánto cuesta?» en la subsección de **FAMILY HEALTH PLUS** en la sección de **ASISTENCIA MÉDICA**, varias páginas seguida esta nota).

P. ¿Con qué frecuencia y en qué medida me ayuda Asistencia Médica?

R. La cantidad de veces en que Asistencia Médica pagará las visitas médicas o a clínicas, a laboratorios o farmacias puede ser limitada. El límite se denomina «**Umbral de Uso de Medicaid**». Su trabajador(a) de casos le dirá si a usted le corresponde el **Umbral de Uso de Medicaid**.

P. ¿Qué es un Plan de Cuidados Administrados de Medicaid?

R. Muchos condados tienen un programa de Cuidados Administrados de Medicaid a través de uno o más planes de salud de Cuidados Administrados de Medicaid. Cuando elige un plan de Cuidados Administrados de Medicaid, se utilizan los proveedores y hospitales afiliados al plan. Usted elige su médico o enfermera especializada que llevará su historia clínica. Dicha persona se conoce como proveedor de cuidados primarios (PCP). Su proveedor de cuidados primarios lo remitirá a un especialista, si es necesario. Bajo el programa de salud Family Health Plus todos los servicios se brindan a través del plan de cuidados administrados que usted elige.

P. ¿Porqué inscribirme en un Plan de Salud de Cuidados Administrados de Medicaid?

R. En algunos condados, usted debe inscribirse en un plan de cuidados administrados para recibir la mayoría de los servicios de atención de salud de Medicaid. Llame al departamento local de servicios sociales para averiguar si usted puede inscribirse o debe inscribirse en un plan de cuidados administrados de salud de Medicaid. La mayoría de los planes de salud de cuidados administrados de Medicaid tienen una selección más amplia de proveedores a escoger en comparación con los planes regulares de Asistencia Médica. Usted elige su proveedor de cuidados primarios, esto quiere decir que no necesita usar la sala de emergencias cuando necesita atención médica en la que no pelagra su vida. Su proveedor de cuidados primarios le dará una remisión cuando necesite consultar un especialista. Puede llamar a su proveedor de cuidados primarios o al número de teléfono del plan de salud las 24 horas del día si cree que necesita atención médica.

Si usted está embarazada, tendrá su propio médico o enfermera especializada que le brindará toda la asistencia necesaria y le realizará los exámenes necesarios. El bebé recién nacido recibirá visitas médicas en forma regular. Sus hijos también tendrán su propio proveedor de cuidados primarios.

No hay copagos ni umbral de utilización, excepto para los servicios farmacéuticos cuando usted está inscrito en un plan de salud de cuidados administrados de Medicaid. Usted recibirá su propia tarjeta del plan de salud, aparte de la tarjeta de identificación de beneficios en común.

Si desea más información, ingrese a la página web del Departamento de Salud del Estado de Nueva York www.nyhealth.gov y haga clic en Programas de Seguros de Salud, luego Cuidados Administrados.

P. ¿Puede el programa de Medicaid pagar mis cuentas antiguas de gastos médicos?

R. Podemos pagar ciertas facturas que usted pagó antes de que usted solicitara Asistencia Médica, aun cuando el médico o el proveedor al que usted le pagó no acepte Asistencia Médica. A continuación explicamos en qué casos pagaremos dichos gastos.
¿Qué facturas se pueden pagar?

Usted podrá recibir el reembolso de las facturas que usted pagó antes de inscribirse en Asistencia Médica y por las facturas que usted pague hasta que reciba la Tarjeta de Identificación de Beneficios en Común (Common Identification Card). Las facturas que usted haya pagado antes de solicitar los beneficios de Asistencia Médica deben ser por servicios recibidos el primer día del tercer mes antes del mes en el que usted solicitó el beneficio de Asistencia Médica o posterior a esa fecha. Por ejemplo: si usted solicita el beneficio de Asistencia Médica el 11 de marzo, pagaremos por los servicios que usted recibió y abonó desde el 1º de diciembre hasta la fecha que reciba su Tarjeta de Identificación de Beneficios en Común (Common Identification Card).

¿Qué sucede si el médico o proveedor al que usted le pagó no está afiliado a Asistencia Médica?

Pagaremos ciertas facturas aun cuando el médico o proveedor que recibió su pago no esté afiliado a Asistencia Médica. Si usted pagó las facturas antes de inscribirse en Asistencia Médica, le podemos pagar las facturas aun cuando el médico o proveedor no estén afiliados a Asistencia Médica. Después del día en que usted solicita Asistencia Médica, le pagaremos sólo si el médico o proveedor está afiliado a Asistencia Médica.

Como todo seguro de salud público, una vez aprobada su solicitud de Medicaid o de un seguro de salud patrocinado por Medicaid por medio de una organización de cuidados administrados de salud, usted debe dirigirse a los proveedores asociados a Medicaid o a proveedores pertenecientes a la red de organizaciones de atención de salud para recibir pago por los servicios rendidos.

Siempre pregúntele al médico o al proveedor si él o ella aceptan Medicaid. Después de que usted solicita Asistencia Médica, no le pagaremos a usted si el médico o proveedor no acepta Medicaid.

¿Existen más reglas?

Sí. Además sepa que:

1. Las facturas que usted haya pagado deben de ser por servicios que cubra el programa de Asistencia Médica. Entre dichos servicios se citan los siguientes, sin carácter limitativo: médicos, cuidados domiciliarios, hospitales y medicamentos.
2. Sólo podemos pagar lo que Asistencia Médica paga por estos servicios. Posiblemente la cantidad sea menor a la que usted pagó.
3. Sólo podemos pagarle una vez se haya decidido que usted puede recibir beneficios de Asistencia Médica y solamente si usted reunía las condiciones para recibir Asistencia Médica cuando pagó la factura.
4. Sólo podemos pagarle cuando las facturas que usted pagó hayan sido por servicios que necesitaba.
5. Usted deberá presentarnos las facturas y demostrar que se pagaron.

¿Qué sucede si mi familia o un amigo(a) me pagó las facturas? Si sus facturas fueron pagadas por un miembro de su familia o un amigo(a), es posible que podamos pagárselas. Consulte con la persona a cargo de su caso.

¿Tiene preguntas? Sírvase consultar con la persona a cargo de su caso si tiene preguntas.

P. ¿Puede el programa de Asistencia Médica pagar gastos de atención médica realizados fuera del estado de Nueva York?

R. Puede ser. Asistencia Médica pagará los gastos de atención médica realizados fuera del estado si:

- los habitantes de su condado normalmente reciben atención médica en ese estado y usted visita un proveedor que está afiliado y acepta Medicaid del Estado de Nueva York; o
- el departamento local de servicios sociales lo remitió o ayudó a remitirlo a un hogar de convalecencia (nursing home) u hogar de crianza en otro estado; o
- su médico obtuvo autorización para que usted reciba tratamiento médico fuera del estado (con previa autorización); o
- usted requiere atención médica de urgencia mientras está de viaje en otro estado, pero **sólo** si el médico o la persona que brinda la atención médica acepta facturarle al programa de Asistencia Médica de Nueva York.

Si usted pertenece al plan de salud de Cuidados Administrados de Medicaid, llame al número de servicios a los miembros del plan de salud que figura en el reverso de su tarjeta para averiguar en qué forma obtener servicios si se ausentara del estado.

P. ¿Qué es Medicare?

R. **Medicare** no es lo mismo que Asistencia Médica (Medicaid). Medicare es un programa de seguro federal administrado por la Administración del Seguro Social que paga gastos hospitalarios (Parte A) y honorarios médicos y otros servicios médicos (Parte B), y medicamentos recetados (Parte D). Puede solicitar los beneficios de Medicare en su oficina local del Seguro Social.

P. ¿Puedo tener ambos, Medicare y Medicaid?

R. Sí. Si usted reúne los requisitos de ambos programas, se facturará primero a Medicare y Medicaid pagará por los servicios que Medicare no cubra pero que estén cubiertos por el Programa de Asistencia Médica.

P. ¿Puede el Programa de Asistencia Médica pagar mis primas de Medicare?

R. Sí. Bajo ciertas condiciones, Asistencia Médica podría pagar las primas, coaseguros y deducibles de Medicare. El Programa de Asistencia Médica no paga por las primas o los copagos de la Parte D.

P. Si tengo ambos, Medicare y Asistencia Médica, ¿tengo que recibir mis medicamentos por medio de Medicare Parte D?

R. Sí. Si usted tiene Medicare y Asistencia Médica, el inscribirse en Medicare Parte D es uno de los requisitos de habilitación para poder recibir Asistencia Médica. La única excepción a esta regla es si usted o las personas que usted tiene a cargo tienen otro seguro de salud por medio de un plan de salud para jubilados y a usted se le ha informado que si se inscribe en Medicare Parte D, perderá su cobertura de seguro de salud. El Programa de Asistencia Médica posiblemente pague en ocasiones ciertos medicamentos recetados que no se pueden conseguir por medio de Medicare Parte D.

P. ¿Debería cancelar cualquier otro seguro de salud que ya tenga?

R. No. Aguarde y consúltelo cuando tenga la entrevista.

P. ¿Puedo igual guardar parte de mis ingresos si estoy en un centro de convalecencia (nursing home) u otra instalación médica?

R. Sí. Usted puede conservar una pequeña cantidad para su uso personal. Además, puede guardar parte de sus ingresos y recursos para la familia si su familia depende de usted.

P. ¿Existen límites más elevados de ingresos y recursos para mujeres embarazadas y niños?

R. Sí. Si usted está embarazada o necesita ayuda para un niño menor de 19 años de edad, usted puede tener un ingreso más elevado y los recursos de la familia en general no se tienen en cuenta.

CHILD HEALTH PLUS

Si usted tiene niños y su ingreso es demasiado alto según el requisito del Programa de Asistencia Médica, quizás le convenga solicitar **Child Health Plus** para sus niños. Puede solicitar **Child Health Plus** por teléfono llamando al **1-800-698-4543**.

| |
|---|
| <p>NOTA: si está embarazada o necesita ayuda para un bebé menor de un año de edad, no hay límites en cuanto a la cantidad de recursos que la familia debe tener.</p> |
|---|

P. ¿De qué tratan los programas de dispensas de servicios de base domiciliaria y comunitaria?

R. Los programas de servicios de dispensas de base domiciliaria y comunitaria le permiten al Estado ofrecer una gama de servicios de base domiciliaria y comunitaria permitiéndole a los beneficiarios de Medicaid quedarse viviendo en la comunidad y no en una institución médica. Ello trata de programas de Asistencia Médica que ofrecen servicios especiales que típicamente Asistencia Médica no paga. Los programas posiblemente tengan diferentes requisitos económicos.

Nueva York ofrece servicios de cuidados de salud en el hogar o en la comunidad a:

- Adultos y niños con incapacidades del desarrollo
- Adultos con lesiones cerebrales traumáticas
- Programas de cuidado de la salud a domicilio por tiempo prolongado
- Niños con problema emocional serio
- Niños con incapacidad física grave

En el 2007 fue aprobado un nuevo programa de servicios de dispensas de base domiciliaria y comunitaria, conocido como «Puentes hacia la Salud» o B2H, por sus siglas en inglés (*Bridges 2 Health*). La dispensa del programa B2H comprende servicios para niños que viven en hogares de cuidado de crianza y que sufren de un problema emocional serio, están delicados de salud o tienen una incapacidad de desarrollo.

P. ¿Qué sucede si tengo una emergencia médica?

- R.** Conforme las leyes del Estado de Nueva York, los hospitales están obligados a rendirle cuidados de salud de emergencia, aunque usted no pueda pagarlos. Si tiene una emergencia, como un ataque al corazón, u otra situación en la que peligre su vida, vaya al hospital **inmediatamente**, antes de averiguar si puede obtener Asistencia Médica o antes de haber solicitado la inscripción en Asistencia Médica. Si usted está enfermo y necesita atención médica inmediatamente, y ha solicitado la Tarjeta de Identificación de Beneficios en Común (CBIC), pero todavía no la ha recibido; su trabajador(a) de casos puede ayudarle a obtener una tarjeta provisoria para recibir la atención médica que necesita. Debe presentar la tarjeta cuando reciba tratamiento médico y el médico o proveedor de servicios médicos debe estar de acuerdo en facturar Asistencia Médica.

Asistencia Médica podrá pagar las cuentas por gastos médicos por la atención que usted reciba durante los tres meses anteriores a la presentación de su solicitud de beneficios. Recuerde comunicarle a su trabajador(a) de casos si tiene cuentas médicas pagas o impagas.

P. ¿Qué es una Revisión Anticipada de Uso de Medicamentos?

- R.** El programa de Revisión Anticipada de Uso de Medicamentos permite que el farmacéutico verifique los datos computarizados antes de que usted obtenga un medicamento con el fin de verificar si usted recientemente recibió otra medicación que no debe ser administrada con la nueva receta. Si el farmacéutico detecta un problema, podrá llamar a su médico para determinar si usted debería recibir la nueva medicación. La finalidad es asegurarse de que recibe la medicación correcta. El verificar los datos computarizados, le permite al farmacéutico entender mejor sus preguntas y responderle mejor.

P. Si vendo, regalo o transfiero dinero o alguna propiedad, ¿igual puedo recibir Asistencia Médica?

- R.** Esta sección explica qué puede pasar si usted o su cónyuge transfieren propiedad o dinero y solicitan Asistencia Médica. Se realiza una transferencia cuando usted regala dinero o propiedad, o vende una propiedad por menos de su valor. Usted **puede conservar** cierto dinero o propiedad para usted y su familia e igual obtener Asistencia Médica. Si usted o su cónyuge transfieren **otras cantidades** de dinero o propiedad, Asistencia Médica **puede que no pague** los siguientes cuidados médicos por un período determinado, dependiendo de cuánto dinero o propiedad usted transfiera.

1. Cuidado en hogares de convalecencia (nursing home).
2. Ciertos tipos de cuidados en su propio hogar, similares al cuidado en un hogar de convalecencia.
3. Cuidados que recibe en el hospital, cuando ya no es necesaria la internación y se encuentra a la espera de retirarse a un hogar de convalecencia (nursing home).

Sin embargo, Asistencia Médica **sí** pagará **otros** gastos médicos para los cuales usted satisfaga los requisitos.

En la mayoría de los casos, si desea obtener cobertura total de Asistencia Médica, usted no puede transferir dinero o propiedades. A veces, usted puede transferir dinero o propiedades y obtener igualmente cobertura de Asistencia Médica total si:

- Usted transfiere dinero o propiedad a su esposo o esposa.
- Usted transfiere dinero o propiedad a su hijo(a) oficialmente declarado(a) ciego(a) o incapacitado(a). El departamento local de servicios sociales donde usted está presentando la solicitud, debe determinar si su hijo(a) ha sido oficialmente declarado(a) ciego(a) o incapacitado(a).
- La propiedad transferida era su hogar y fue transferida a su esposo, esposa, hijo(a) menor de 21 años o hijo(a) que haya sido oficialmente declarado(a) ciego(a) o incapacitado(a). El departamento local de servicios sociales donde usted está presentando la solicitud, debe determinar si su hijo(a) ha sido oficialmente declarado(a) ciego(a) o incapacitado(a).
- Usted transfiere la casa a su hermano o hermana que ya tiene derecho a una parte de dicha propiedad y él / ella vivía en el hogar durante por lo menos un año antes de que usted fuera a vivir a un centro de servicios de enfermería.
- Usted podrá transferir su casa a su hijo(a), si su hijo(a) estuvo viviendo en su casa por lo menos durante los dos años inmediatamente anteriores al momento en que usted fue a vivir a un hogar de convalecencia (nursing home) y su hijo(a) lo cuidó para que usted pudiera quedarse en su casa en lugar de irse a un hogar de convalecencia (nursing home).
- Usted constituyó un fideicomiso para una persona oficialmente declarada incapacitada menor de 65 años de edad. El departamento local de servicios sociales deberá determinar si la persona ha sido oficialmente declarada incapacitada.

Cuando el departamento local de servicios sociales determina que usted ha transferido dinero o propiedad y usted piensa que se ha cometido un error, tiene derecho a demostrar que no transfirió propiedad o dinero:

- Probando que usted quería vender la propiedad por su valor u obtener algo de igual valor a cambio.
- Probando que se deshizo de su dinero o propiedad por otro motivo que no haya sido el de obtener los cuidados médicos señalados anteriormente en los apartados 1, 2 ó 3 de la respuesta a esta pregunta.
- Probando que a pesar de sus intentos, usted no puede recuperar su dinero o propiedad u otra cosa de similar valor y que usted no puede obtener los cuidados médicos que necesita sin la ayuda de Asistencia Médica. Deberá trabajar con su departamento local de servicios sociales para tratar de recuperar su dinero o propiedad.

P. ¿Se presentará una demanda contra mis bienes cuando yo muera?

- R.** Si usted recibe servicios médicos pagados por Asistencia Médica el día que cumple los **cincuenta y cinco** años de edad o de ahí en adelante, o mientras reside de manera permanente en una institución médica, **es posible** que el programa de Asistencia Médica trate de recuperar el costo de dichos servicios de los bienes de sucesión cuando usted fallezca.

P. ¿Puedo obtener Asistencia Médica si no soy ciudadano de Estados Unidos?

- R.** En cuanto al programa de Asistencia Médica se refiere, se debe comprobar la identidad, la ciudadanía estadounidense y/o la situación de inmigración aprobada. Si usted está embarazada, no tiene que decirnos si es o no ciudadana estadounidense o su condición de extranjería. Si usted no tiene una situación de inmigración aprobada, posiblemente reciba Medicaid para tratar una situación médica de emergencia. En cuanto a la ciudadanía estadounidense se refiere, se toman en cuenta los 50 estados de la nación, el distrito de Columbia, Puerto Rico, Guam, las Islas Vírgenes Estadounidenses y las Islas Norteñas de Mariana. Nacionales de Samoa Estadounidense o de la Isla Swain, también se consideran ciudadanos estadounidenses en cuanto al programa de Asistencia Médica se refiere. Además, si usted es americano autóctono nacido en Canadá, con por lo menos 50% de sangre autóctona americana o es un americano autóctono nacido fuera de Estados Unidos y pertenece a una tribu reconocida a nivel federal, también se le considera estadounidense en cuanto al programa de Asistencia Médica se refiere.

De otra forma, si usted **no es ciudadano** de Estados Unidos, para poder habilitar para recibir Asistencia Médica, usted debe presentar documentación que compruebe que usted es un extranjero en una de las categorías a continuación:

- un extranjero admitido a Estados Unidos en calidad de refugiado bajo la Sección 207 del Acta de Inmigración y Nacionalidad; o
- un extranjero al que se le concedió asilo de conformidad con la Sección 208 del Acta de Inmigración y Nacionalidad; o
- un extranjero cuya deportación o remoción ha sido retenida según las Secciones 241(b)(3) o 243(h) del Acta de Inmigración y Nacionalidad; o
- un extranjero admitido a Estados Unidos en calidad de ingresante cubano o haitiano; o
- un extranjero admitido como inmigrante amerasiático; o
- un extranjero en servicio activo en las Fuerzas Armadas Estadounidenses o veterano con baja honorable, o el cónyuge, el cónyuge sobreviviente que no se haya vuelto a casar, o los hijos menores solteros del inmigrante en cuestión; o
- un extranjero que haya sido admitido como residente legal permanente; o
- un extranjero que haya sido admitido por razones humanitarias o por razones de interés público (*«paroled»*) en Estados Unidos bajo la Sección 212(d)(5) del Acta de Inmigración y Nacionalidad por un período mínimo de un año; o
- un extranjero al que se le ha otorgado ingreso condicional de conformidad con la Sección 203(a)(7) del Acta de Inmigración y Nacionalidad; o
- un extranjero que haya sido agredido o que haya sido víctima de crueldad extrema en Estados Unidos por parte de un miembro de su familia y quien también cumple con otros requisitos; o
- un extranjero que haya sido sometido a una forma extrema de trata de personas según lo define el Acta de Protección de Víctimas de Trata y Violencia de 2000; o
- entre los extranjeros que cumplen los requisitos del departamento de salud de residencia permanente bajo la Ley de Apariencia de Legalidad (PRUCOL), y que posiblemente reúnan los requisitos de Asistencia Médica, se cuentan los siguientes:
 - a. un extranjero admitido por razones humanitarias o de interés público por un periodo mínimo transcurrido de un año;
 - b. un extranjero que resida en Estados Unidos conforme una Orden de Supervisión; según la Sección 241(a)(3) del Acta de Inmigración y Nacionalidad (INA);
 - c. un extranjero que resida en Estados Unidos en virtud de una suspensión de deportación por tiempo indefinido; otorgación de cancelación de remoción según la Sección 240A del INA;
 - d. un extranjero al que se le haya otorgado una condición de postergación de la adjudicación, la cual posterga su salida;
 - e. un extranjero al que se le haya otorgado visa clase «K3» o «K4» según la Ley de Equidad para las Familias de

Inmigrantes Legales (*LIFE Act*);

- f. un extranjero que haya registrado una petición de ajuste de estado a residente permanente y que la Oficina de Servicios de Ciudadanía e Inmigración (USCIS) haya aceptado como debidamente registrada o que haya sido otorgada;
- g. un extranjero al cual se le haya otorgado una suspensión de deportación;
- h. un extranjero al que se le haya otorgado salida voluntaria del país;
- i. un extranjero que haya ingresado y residido continuamente en Estados Unidos antes del 1º de enero de 1972;
- j. un extranjero al que se le haya otorgado suspensión de deportación; o
- k. un extranjero que viva en Estados Unidos con el conocimiento y permiso o la aquiescencia de la Oficina de Servicios de Ciudadanía e Inmigración de Estados Unidos (USCIS) y cuya salida del país dicha entidad no tiene intenciones de hacer cumplir. Entre los ejemplos se citan, sin carácter limitativo: no inmigrantes con estadia permanente en virtud de la Ley P. L. 99-239 (esto atañe a ciudadanos de Estados Federados de Micronesia y las Islas Marshall); solicitantes de ajuste de estado migratorio, asilo, suspensión definitiva de la orden de deportación o anulación de la remoción o postergación de la adjudicación; personas a las que se les ha extendido una prorrogación de salida voluntaria del país o postergación del cumplimiento de la adjudicación de deportación debido a la situación en su país de origen; inmigrantes a los que se les ha otorgado estado de protección provisional (TPS); e inmigrantes portadores de una visa «K», «V», «S» o «U».

Si usted es extranjero y su situación no se lista entre las categorías descritas anteriormente, podría recibir atención médica si está embarazada o si tiene una situación médica de emergencia.

P. ¿Existen límites en cuanto a la cantidad de veces que puedo recibir ciertos servicios médicos por medio del Programa de Asistencia Médica?

R. Sí. Existen límites para los siguientes tipos de servicios:

| Tipo de servicio | Número de visitas, suministros o pruebas de laboratorio permitidos por año | |
|--|--|--|
| | Beneficiarios: - menores de 21 años de edad o mayores de 65 - incapacitados (oficialmente declarados) - ciegos (oficialmente declarados) - único sostén de un menor de 18 años de edad | Otras personas que tienen: - entre 21 y 65 años de edad |
| consultorio médico o clínica | 10 visitas | 10 visitas |
| laboratorio | 18 pruebas | 18 pruebas |
| farmacia (medicamentos recetados y de venta libre) | 40 artículos | 43 artículos |
| clínicas de salud mental | 40 visitas | 40 visitas |
| clínica dental | 03 visitas | 03 visitas |

La atención médica de emergencia se cubrirá aun cuando usted haya alcanzado estos límites.

No existen límites en cuanto a los siguientes servicios:

- servicios de planificación familiar
 - tratamiento de mantenimiento por el uso de la metadona
 - servicios de obstetricia (embarazo)
 - atención brindada bajo un programa de cuidados administrados
 - tratamiento de diálisis
 - programa de salud para niños y adolescentes *Child Teen Health Plan*
 - otros servicios, llame al **1-800-421-3891**
- (lea el tema Cuidados Administrados contenido en este folleto)

Año del beneficio

El límite de los servicios es de un período de 12 meses, se conoce como año del beneficio y comienza a partir del mes en el que usted satisface los requisitos para recibir Asistencia Médica. Usted tendrá los mismos límites aun cuando ingrese y se retire del programa de Asistencia Médica varias veces durante el año del beneficio. Después que termine el año del beneficio, comienza un nuevo año beneficio de 12 meses, con la totalidad de los cupos de sus servicios médicos disponibles (por

ejemplo: 18 análisis de laboratorio). Los servicios que no se hayan utilizado durante el año del beneficio no podrán trasladarse al nuevo año del beneficio.

Durante cada año del beneficio llevaremos un control de la cantidad de servicios que usted utiliza y le informaremos por correo si está utilizando los servicios muy rápidamente, corriendo así el riesgo de alcanzar el límite. También le informaremos por correo si ha alcanzado el límite de sus servicios.

Tarjeta de Identificación de Beneficios en Común (CBIC)

Cuando usted recurre a los servicios de atención médica, su médico, la clínica o la farmacia deben verificar antes que nada con Asistencia Médica para saber si usted alcanzó el límite de los servicios médicos. Es importante que presente la tarjeta plástica conocida como, «Tarjeta de Identificación de Beneficios en Común» (*Common Identification Card – CBIC*, siglas en inglés), cada vez que recurre a los servicios médicos. Cada miembro recibirá una tarjeta que presentará para recibir servicios médicos.

Si usted está afiliado a un plan de cuidados administrados, también recibirá una tarjeta del plan, por separado de la tarjeta de beneficios en común. (Vea la pregunta y la respuesta a «¿Qué es un plan de salud de cuidados administrados de Medicaid?»).

Si necesita más servicios

Su médico deberá llenar un formulario especial llamado «Solicitud de Superación del Umbral» (*Threshold Override Application*) por medio del cual usted solicita que Asistencia Médica aumente el número de servicios que usted puede recibir o que lo exima del límite de servicios.

Le sugerimos que le pida a su médico que llene la solicitud de Superación del Umbral para que usted pueda recibir más servicios cuando:

- usted o un miembro del hogar tienen una enfermedad grave o se enferman con frecuencia; o
- cuando usted reciba una carta del programa de Asistencia Médica advirtiéndole que está usando los servicios muy rápidamente y que pronto alcanzará su límite; o
- usted recibe una carta de Asistencia Médica avisándole que ya alcanzó el límite de los servicios.

Si necesita servicios que exceden su límite, asegúrese de pedirle a su médico que rellene el formulario de Solicitud de Superación del Umbral. Recuerde, si usted no solicita servicios adicionales y alcanza su límite, el programa de Asistencia Médica no pagará por servicios adicionales, excepto por atención médica de emergencia, hasta que comience su nuevo año de beneficios.

Programas de Cuidados Administrados

Si se inscribe en un Programa de Cuidados Administrados de Medicaid, no estará sujeto al requisito del Programa de Umbral de Utilización, excepto para los servicios de farmacia. Para averiguar si usted puede inscribirse en un Programa de Cuidados Administrados de Medicaid, comuníquese con el departamento local de servicios sociales. Si usted está inscrito en el programa de salud Family Health Plus, no estará sujeto a los requisitos del Umbral de Utilización, aunque existen ciertos límites para ciertos servicios.

Si tiene preguntas

Llame al departamento local de servicios sociales y solicite hablar con el Coordinador de Cuidados Administrados de Medicaid (Norte del Estado Nueva York). En la Ciudad de Nueva York, llame al **1-800-505-5678**.

Derecho a una Audiencia Imparcial

Usted tiene derecho a una Audiencia Imparcial cuando su solicitud para aumentar los servicios o eximirle del límite ha sido rechazada y usted ha alcanzado el límite de servicios. En dicha audiencia podrá plantear el tema de si se computó correctamente la cantidad de servicios que usted utilizó.

El distrito local de servicios sociales determinará si usted satisface los requisitos para recibir Asistencia Médica. Normalmente, usted debe ponerse en contacto con el distrito local de servicios sociales si tiene preguntas sobre su solicitud de Asistencia Médica. Si tiene preguntas de orden general con respecto al programa de Asistencia Médica del Estado de Nueva York, llame gratis al **1-800-541-2831**.

P. ¿Tiene el programa requisitos que podrían limitar el tipo de medicamentos que recibo?

R. La legislación que rige el programa de Asistencia Médica exige que los beneficiarios de Asistencia Médica reciban

medicamentos genéricos en vez de medicamentos de marca. La legislación dispone que el médico recete el genérico del medicamento, a menos que tenga autorización especial para recetar la marca comercial.

PROGRAMA DE SEGURO DE SALUD FAMILY HEALTH PLUS

P. ¿Qué es el seguro de salud Family Health Plus?

R. Family Health Plus es un seguro de salud público para adultos de entre las edades de 19 a 64 años cuyos ingresos son demasiado altos para poder recibir Asistencia Médica. Se ofrece Family Health Plus a adultos solteros, a parejas sin hijos, y a padres de familia con ingresos limitados que no habilitan para recibir seguro de salud patrocinado por el empleador por medio de un plan de salud federal, estatal, municipal, del condado o de un distrito escolar. Se ofrece asistencia con el pago de las primas de Family Health Plus a las personas que están cubiertas por un seguro médico por medio de otros empleadores. Entre los requisitos de habilitación de Family Health Plus están: ser residente del estado de Nueva York y ser ciudadano estadounidense o un extranjero comprendido dentro de una de las categorías de inmigración listadas anteriormente. Además, se deben reunir ciertos requisitos de recursos e ingresos. Los cuidados de atención de salud se ofrecen por medio de planes locales de cuidados administrados.

P. ¿Cómo habilito para recibir asistencia con el pago de las primas de Family Health Plus?

R. Si usted tiene un seguro médico por medio de su empleador quizás pueda recibir ayuda con su porción del pago de primas de seguro.

P. ¿Cómo lo solicito?

R. Cuando usted solicita Asistencia Médica, ya sea en el departamento local de servicios sociales o por medio de un representante facilitado, la determinación de habilitación para recibir Family Health Plus es automática. Si usted reúne los requisitos, se le dará la cobertura apropiada a la que usted tiene derecho.

P. ¿Qué beneficios puedo obtener?

R. Family Health Plus ofrece cobertura integral, entre los servicios se cuentan: cuidados primarios, preventivos, hospitalización, recetas médicas y otros servicios. Algunos servicios tienen límites. Se requiere de un copago para ciertos servicios. Family Health Plus no cubre: cuidados en un hogar de convalecencia (nursing home), cuidado de salud a domicilio a largo plazo, cuidados personales y transporte que no sea de emergencia. Ciertos planes de salud de Family Health Plus ofrecen servicios dentales; otros no los ofrecen.

P. Si me mudo a un nuevo condado, ¿necesito volver a someter una solicitud para recibir Medicaid / Family Health Plus?

R. **No. Si usted se muda, debe notificarle de su nuevo domicilio al departamento local de servicios sociales. Si no hubo cambios en la situación de su hogar que pudiesen afectar su habilitación, su caso de Medicaid será trasladado a su nuevo condado de residencia.**

P. ¿Cómo se brindan los servicios de salud?

R. Los servicios de atención de la salud del programa Family Health Plus se brindan por medio de planes de cuidados administrados. Deberá elegir un plan participante cuando somete la solicitud. Cuando elige un plan de servicios de salud, utiliza los proveedores y hospitales afiliados a ese plan. Recibirá la tarjeta de su propio plan de salud la cual utilizará para recibir servicios de ese plan. También recibirá la tarjeta de beneficios en común la cual utilizará para obtener servicios de farmacia comprendidos en el plan. Si usted recibió beneficios anteriormente y se le envió una tarjeta, no se le enviará automáticamente otra por correo. De ser posible, use la tarjeta que recibió antes. Guarde la tarjeta en un lugar seguro y déjele saber inmediatamente al trabajador social si la tarjeta no funciona, la pierde o se la roban. Guarde la tarjeta aunque cese de recibir beneficios. Usará la misma tarjeta si más adelante habilita para recibir beneficios.

P. ¿Cómo elijo un plan de salud?

R. Al elegir un plan de salud, piense en los médicos que le gustaría ver, los servicios que usted y su familia necesitan y los planes de salud de entre los cuales puede escoger. Asegúrese de que el médico que usted desea ver está afiliado al plan de salud que usted elige. Después de inscribirse en un plan en particular, debe usar los hospitales, clínicas y médicos afiliados a ese plan.

P. ¿Cuál es el costo?

R. No cuesta nada el inscribirse en Family Health Plus, ni tampoco tiene que pagar cuotas anuales o deducibles. Una vez usted se inscribe, posiblemente se le pida que pague una parte de los costos de atención de salud o de los servicios, también conocidos como copagos.

Las cantidades de los copagos de Family Health Plus son las siguientes:

| <u>SERVICIOS</u> | <u>CANTIDAD (\$)</u> |
|---|---|
| • Medicamentos recetados de marca | \$6 por cada receta y cada renovación de receta |
| • Medicamentos genéricos recetados | \$3 por cada receta y cada renovación de receta |
| • Visitas clínicas | \$5 por visita |
| • Visitas médicas | \$5 por visita |
| • Visitas por servicios dentales | \$5 por visita por hasta un total de \$25 por año |
| • Pruebas de laboratorio | \$0.50 por prueba |
| • Servicios de radiología (tales como rayos X de diagnóstico, pruebas de ultrasonido, medicina nuclear y servicios de oncología) | \$1 por cada servicio de radiología |
| • Atención hospitalaria de paciente interno | \$25 por estadía |
| • Visitas no urgentes a la sala de emergencias | \$3 por visita |
| • Medicamentos cubiertos de venta libre (p. ej., productos para cesar el hábito del cigarrillo, insulina) | \$0.50 por medicamento |
| • Suministros médicos comprendidos en el plan (p. ej., suministros para diabéticos tales como jeringas, lancetas, tiras reactivas, fórmulas intestinales) | \$1 por suministro |

Las mujeres embarazadas o los individuos menores de 21 años de edad no tendrán que hacer un copago. Además, los afiliados no tendrán que hacer copagos por servicios de planificación familiar, inclusive control de la natalidad, o si el afiliado reside permanentemente en un hogar de convalecencia (nursing home), un centro de atención médica intermedia para el tratamiento de incapacidades evolutivas o en una residencia comunitaria certificada por la Oficina de Salud Mental o la Oficina de Retardo Mental e Incapacidades Evolutivas. Si usted es residente de una instalación de cuidados de adultos licenciada por el Departamento de Salud del Estado, no tendrá que hacer copagos por recetas médicas.

Si no puede costear los copagos al momento de recibir el servicio, comuníquese a la persona que lo atiende. El suministrador debe rendirle el servicio, pero le puede facturar más tarde.

P. ¿Puede Family Health Plus pagar mis facturas médicas antiguas?

R. No. A comparación de Medicaid, Family Health Plus no puede pagar ningún servicio que usted haya recibido antes de inscribirse en Family Health Plus.

P. ¿Dónde puedo conseguir información adicional sobre Family Health Plus?

R. Si desea información adicional sobre el programa Family Health Plus, llame gratis la línea directa de información **1-877-9FHPplus (1-877-934-7587)** o la página web: <http://www.health.state.ny.us/nysdoh/whatisfhp.htm>.

P. Si usted tiene una incapacidad y cuenta con un empleo y tiene más ingresos y recursos de lo que limita Medicaid, ¿hay alguna manera de poder obtener o retener la cobertura de seguro médico de Medicaid?

R. Sí. Si usted tiene entre 16 y 64 años de edad, tiene una incapacidad tal como lo define la Administración del Seguro Social, cuenta con un empleo, tiene ingresos de hasta el 205% del índice federal de pobreza y recursos de hasta \$10,000, puede afiliarse al Programa Adquisición de Beneficios de Medicaid para Trabajadores Incapacitados (MBI-WPD). **Posiblemente se le cobre una prima mensual cuando participa en ese programa si sus ingresos contables oscilan entre el 150 y 250% del índice federal de pobreza.**

P. ¿Qué sucede si usted no habilita para recibir Medicaid o Family Health Plus? ¿Existe otro tipo de ayuda?

R. El Programa de Servicios de Cáncer del Departamento de Salud del Estado de Nueva York ofrece pruebas de detección de cáncer del seno, cáncer cervical y cáncer colorrectal, sin costo alguno para aquellas personas que no tienen seguro médico y que reúnen los requisitos. De detectarse cáncer del seno, cáncer cervical o cáncer colorrectal, quizás pueda recibir cobertura de Medicaid. Además, si uno de los médicos afiliados al programa detecta cáncer de próstata, posiblemente reciba cobertura de Medicaid con motivos de tratamiento. Si desea más información, llame gratis al **1-800-422-2262**.

SECCIÓN C**SUSTENTO DE MENORES****P. ¿En qué consisten los servicios de Ejecución de Sustento de Menores?**

- R.** Los servicios de ejecución de Sustento de Menores son servicios que ofrece la Unidad de Ejecución de Sustento de Menores en cada distrito de servicios sociales. Este organismo llevará a cabo las siguientes acciones, según sea apropiado:
- localizar los padres no custodios por medio de búsquedas por informática;
 - establecer la paternidad legal de un niño ayudando al padre de familia a firmar un reconocimiento voluntario de paternidad o remitiendo el caso a la justicia;
 - presentar ante el tribunal de familia una petición para obtener una orden de sustento que incluya beneficios de seguro de salud y dinero para gastos médicos, basándose en las pautas de Sustento de Menores que rigen en el estado;
 - modificar una orden de sustento registrando una petición ante el tribunal cuando se da un cambio substancial de circunstancias familiares;
 - coleccionar y desembolsar los pagos de sustento o la pensión conyugal o los pagos de los padres no custodios;
 - hacer cumplir las obligaciones de sustento o de pensión conyugal por la vía administrativa, entre las cuales se citan las siguientes: retención de ingresos, retención compensatoria de reembolsos estatales y federales, confiscación de cuentas bancarias, retención compensatoria de premios de la lotería y suspensión de licencias de conducir. O bien, se puede recurrir a medidas coercitivas judiciales, entre las cuales se cuentan: suspensión de licencias profesionales o comerciales estatales, suspensión de licencias de actividades de recreación y demás medidas coercitivas según lo permite la ley;
 - hacer una revisión de la orden de sustento, y de ser pertinente, hacer la modificación del ajuste del costo de vida.

Si los padres no custodios viven en otro estado, ya sea su oficina local de sustento o la agencia estatal de sustento en el estado donde viven los padres, le puede ayudar a establecer la paternidad, a establecer, modificar y/o hacer cumplir la orden de sustento, según sea apropiado.

P. Quién puede obtener los servicios de ejecución de sustento de menores?

- R.** Todo padre custodio o no custodio, o la persona a cargo del cuidado principal que se haya designado como tutor del menor y la cual necesita el sustento, puede obtener los servicios de ejecución de sustento de menores.

Dichos servicios se ofrecen al público en general, como también a los solicitantes o beneficiarios de Asistencia Temporal, Asistencia Red de Seguridad, Asistencia Médica, Título IV-E o no Título IV-E Cuidados de Crianza, beneficios de Cupones para Alimentos y Cuidado de Niños.

P. ¿Cómo lo solicito?

- R.** Comuníquese con la oficina de ejecución de sustento de menores de su departamento local de servicios sociales o si vive en la Ciudad de Nueva York, comuníquese con la Oficina de Recursos Humanos, Unidad de Ejecución de Sustento de Menores y solicite un formulario de servicios de sustento de menores. Si está solicitando Asistencia Temporal para un niño cuya paternidad legal se necesita establecer o cuando existe un padre de familia no custodio, se le remitirá automáticamente a la oficina de servicios de sustento.

P. ¿Qué sucede cuando solicito la intervención de la Oficina de Ejecución de Sustento de Menores o me derivan a esa oficina?

- R.** Usted tendrá una entrevista con la **Oficina de Ejecución de Sustento de Menores (CSEU, por sus siglas en inglés)** para determinar qué servicios son necesarios para garantizar la protección de sus hijos. Durante la entrevista, se le pedirá información y documentación, por ejemplo:
- el nombre del padre no custodio, número de Seguro Social, fecha de nacimiento y dirección residencial y de correo;
 - el nombre y la dirección del empleador del padre no custodio;
 - copias de informes de ingresos de usted y del padre no custodio (por ejemplo, declaraciones de impuestos, recibos de sueldo y registros bancarios y comerciales);
 - información sobre la cobertura de salud disponible;
 - certificado de nacimiento de los hijos o certificado de matrimonio;
 - copias de las sentencias judiciales ordenando el pago de sustento, acuerdo de separación, sentencia de divorcio o reconocimiento de paternidad; y

- información sobre los gastos de sus hijos (por ejemplo, cuidado de niños, cuidados de salud y gastos de educación).

Estos datos son fundamentales para que el programa de ejecución de sustento de menores pueda agilizar los trámites y obtener los pagos de sustento. Su trabajador de sustento de menores le ayudará a cumplir con los pasos del proceso.

P. Si solicito Asistencia Temporal, ¿se me exige cooperar con el programa de ejecución de sustento de menores?

R. Sí. Como parte del requisito usted debe:

- cooperar con la agencia para establecer la paternidad legal de todo niño nacido fuera del matrimonio; y
- cooperar con la agencia para establecer, modificar y exigir el cumplimiento de los requisitos de manutención para todo niño para el cual se pida asistencia.

P. ¿Qué sucede si no coopero con el programa de ejecución de pago de sustento?

R. Cuando una persona se rehúsa, sin motivo justificado, a cooperar con el programa de ejecución de pago de sustento, el beneficio de Asistencia Temporal que el hogar recibe se reduce por un 25 por ciento.

P. ¿Qué sucede si no quiero cooperar porque creo que el hacerlo pone en peligro mi seguridad y la de mis hijos?

R. Comuníquese al trabajador social. El trabajador social le orientará sobre los pasos apropiados a seguir si usted tiene un motivo justificado o si usted necesita una exención de los requisitos de cooperación con el programa de sustento de menores por razones de violencia doméstica.

P. Cuando solicito Asistencia Temporal, ¿tengo que ceder mi derecho a recibir los pagos de sustento de menores?

R. Sí. A partir del 1º de octubre de 2009, los nuevos solicitantes o beneficiarios de Asistencia Temporal deberán ceder todos los derechos de sustento acumulados *durante* el período de asistencia que el solicitante o beneficiario puedan tener en su propio derecho o en nombre de cualquier otro miembro de la familia para quien el solicitante o beneficiario está solicitando o recibiendo asistencia. Las personas que solicitaron o empezaron a recibir beneficios de Asistencia Temporal *antes* del 1º de octubre de 2009, continuarán cediendo *todos* los derechos de sustento establecidos en su beneficio o en beneficio de cualquier otro miembro de la familia para quien el solicitante o beneficiario esté solicitando o recibiendo asistencia, independientemente de si esos derechos se acumulan o no durante el período de asistencia.

Los derechos de sustento que fueron cedidos al Estado por solicitantes o beneficiarios de Asistencia Temporal antes del 1º de octubre de 2009, continuarán cediéndose si esas personas vuelven a solicitar Asistencia Temporal a partir del 1º de octubre de 2009. Sin embargo, para los nuevos solicitantes o beneficiarios, sólo se tendrán en cuenta para la nueva cesión realizada a partir del 1º de octubre de 2009 aquellos derechos de sustento que se acumulen mientras estén recibiendo asistencia.

P. Si estoy recibiendo Asistencia Temporal, ¿también voy a recibir pagos de sustento de menores?

R. Cuando usted cede sus derechos de sustento, los pagos de sustento de menores recaudados mientras usted recibe Asistencia Temporal se entregan primero a la agencia y se aplican al reintegro de los beneficios proporcionados a usted y a otros miembros de la familia en su caso de Asistencia Temporal. Sin embargo, por cada mes que se recaude el sustento correspondiente al período en curso, usted recibirá en su tarjeta EBT un "pago traspasado" descontado de los fondos enviados a la agencia. Una vez que todos los beneficios que se le pagaron hayan sido reintegrados en la medida permitida por cualquier cesión existente de derechos de sustento, toda suma excedente de sustento recaudado se le pagará a través de su tarjeta EBT como un "pago de sustento en exceso".

P. ¿Qué es un pago traspasado?

R. Un pago traspasado es una parte de lo recaudado por sustento actual cedido que, cuando se paga en término, el estado transfiere a la familia que está recibiendo los beneficios de Asistencia Temporal. El pago traspasado es el monto que resulte menor entre una suma de hasta los primeros \$100 del pago actual de sustento recaudado todos los meses y el monto de sustento actual. A partir del 1º de enero de 2010, el pago traspasado de \$100 continuará vigente en los casos en que haya una persona menor de 21 años activa en el caso de Asistencia Temporal. Cuando haya dos o más personas menores de 21 años activas en el mismo caso de Asistencia Temporal, el pago traspasado aumentará y pasará a ser equivalente a la suma que resulte menor entre los primeros \$200 del pago actual de sustento recaudado todos los meses o el monto de sustento impuesto por orden judicial que se recauda todos los meses. El pago traspasado no se tiene en cuenta al calcular el presupuesto y determinar el monto de Asistencia Temporal que la familia recibirá, pero puede tenerse en cuenta para reducir sus beneficios de Cupones para Alimentos.

- P. ¿Qué sucede con mis pagos atrasados de sustento de menores cuando el sustento recaudado compensa todos mis beneficios recibidos de Asistencia Temporal?**
- R.** Mientras recibe beneficios de Asistencia Temporal, si todos los beneficios que se le proporcionaron y que estaban relacionados con la cesión de sustento de menores han sido devueltos, usted tiene derecho a recibir los pagos de sustento recaudados en concepto de pagos atrasados o cuotas vencidas que se le adeudaban. A partir del 1º de octubre de 2009, esos pagos atrasados se le pagarán directamente a usted a través de la Unidad de Ejecución de Sustento de Menores como “pagos familiares atrasados”. Además, el hogar puede recibir un “pago traspasado” si existe una recaudación actual de sustento.
- P. ¿De qué manera los pagos familiares atrasados pueden afectar mis beneficios?**
- R.** El monto recibido en concepto de pagos familiares atrasados será informado a su departamento local de servicios sociales y se analizará para determinar si afecta su habilitación para recibir los beneficios de Asistencia Temporal, Cupones para Alimentos y/o Medicaid.
- P. Cuando ya no reciba Asistencia Temporal, ¿continuarán los servicios y la recaudación de sustento de menores?**
- R.** Los servicios de ejecución de sustento de menores continuarán automáticamente después de que se cierre su caso de Asistencia Temporal, salvo que usted desee que la **Oficina de Ejecución de Sustento de Menores** cierre su caso. Si usted continúa con los servicios de la Oficina de Ejecución de Sustento de Menores, recibirá todo monto cobrado de sustento de menores, a excepción de los montos acreditados a deudas vencidas o atrasadas adeudadas a la agencia y recuperadas según la asignación de derecho concedida cuando se solicitó Asistencia Temporal.
- P. ¿Durante cuánto tiempo el padre tiene que pagar sustento de menores?**
- R.** El padre tiene la obligación de pagar sustento hasta que el menor cumple los 21 años. Una vez el menor cumple los 21 años, el padre sólo está obligado a pagar las cuotas atrasadas o vencidas.

SECCIÓN D

BENEFICIOS DE CUPONES PARA ALIMENTOS

- P. ¿Qué son los Cupones para Alimentos?**
- R.** Los Cupones para Alimentos se utilizan para comprar productos alimenticios y se canjean usando la Tarjeta de Identificación de Beneficios en Común (*Common Benefit Identification Card*, CBIC siglas en inglés). La mayoría de las tiendas de comestibles aceptan la tarjeta EBT. Busque por el símbolo *Quest* en la puerta o ventana de la tienda.
- P. ¿Quién puede recibir Cupones para Alimentos?**
- R.** Puede recibir Cupones para Alimentos si usted:
- Trabaja y tiene un salario bajo
 - No tiene ingresos o son muy escasos
 - Es una persona mayor o discapacitada
 - Recibe Seguridad de Ingreso Suplementario (SSI) o Asistencia Temporal
 - No tiene vivienda (aunque temporalmente esté viviendo con alguien o esté alojado en un albergue temporalmente)

NOTA: aun en el caso de que usted sea propietario de una casa y un automóvil, puede obtener Cupones para Alimentos.

- P. ¿Puedo solicitar Cupones para Alimentos si he llegado al límite de tiempo de Asistencia Temporal?**
- R.** Sí. Los límites del programa de asistencia de dinero en efectivo no aplican al programa de Cupones para Alimentos.
- P. ¿Cómo solicito los Cupones para Alimentos?**
- R.** Para solicitarlos, debe rellenar un formulario de solicitud de Cupones para Alimentos. Puede solicitar una solicitud de su departamento local de servicios sociales. Además, puede bajar e imprimir una solicitud de cupones del sitio web: <http://www.otda.state.ny.us/main/apps/4826.pdf>. La solicitud de beneficios de cupones para alimentos debe de ser aceptada por su departamento local de servicios sociales, o por el centro de servicios de cupones para alimentos de la Ciudad de Nueva York, si por lo menos, tiene su nombre, domicilio (si tiene uno) y su firma. Ello es importante, dado que el

monto del beneficio de Cupones para Alimentos se calcula a partir del día en que usted presenta (**registra**) la solicitud. Podrá obtener más beneficios en Cupones para Alimentos si usted presenta su solicitud el mismo día que la recibe. Sin embargo, recuerde que tendrá que rellenar el resto de la solicitud para que podamos determinar si usted puede recibir el beneficio de Cupones para Alimentos.

NOTA: si todos los integrantes de su hogar han solicitado el beneficio de Asistencia Temporal, normalmente no tiene que solicitar el beneficio de Cupones para Alimentos por separado. Además, no tiene que solicitar el beneficio de Asistencia Temporal para obtener el beneficio de Cupones para Alimentos.

P. ¿Dónde los solicito?

R. Puede someter la solicitud por correo, por fax o en persona en el departamento local de servicios sociales. Si usted vive fuera de la Ciudad de Nueva York, llame gratis al **1-800-342-3009** para averiguar la dirección y el número de teléfono del departamento local de servicios sociales más cercano a usted. Si vive en la Ciudad de Nueva York, puede obtener la dirección y el número de teléfono del centro más cercano llamando al **1-877-472-8411** o al **1-800-342-3009** o el 311. Si tiene acceso al internet, en el siguiente sitio web puede encontrar información sobre la agencia más cercana a su domicilio. <http://www.otda.state.ny.us/main/workingfamilies/dss.asp>.

P. ¿Puede otra persona solicitar en mi nombre el beneficio de Cupones para Alimentos?

R. Puede elegir a un familiar o amigo para que presente la solicitud en nombre de su familia. A esta persona se le conoce como «**Representante Autorizado**». Debe escribir el nombre, el domicilio y el número de teléfono de esa persona en la solicitud donde se le indica según las instrucciones. Normalmente ese espacio lo encuentra en la parte de atrás o al final de la solicitud. Tanto usted como el representante autorizado deben firmar la solicitud, a menos que usted resida en una institución. Si lo prefiere, esta persona o alguien más puede estar autorizada para tener acceso a retirar sus beneficios de Cupones para Alimentos y hacer la compra de comestibles por usted. El representante autorizado recibirá su propia tarjeta EBT.

P. ¿Tengo que solicitar el beneficio de los Cupones para Alimentos en persona?

R. No. También puede solicitarlo por correo u otra persona puede someter la solicitud en su nombre.

NOTA: si usted tiene acceso al internet, averigüe si habilita para recibir beneficios de cupones para alimentos y otros recursos de apoyo laboral en el sitio web: www.myBenefits.ny.gov. Si todos los integrantes de su hogar han solicitado o reciben Seguridad de Ingreso Suplementario (SSI), también puede solicitarlo en la oficina local de la Administración del Seguro Social.

P. ¿Qué sucede una vez someto la solicitud?

R. Después de presentar su solicitud, tendrá una entrevista confidencial con un trabajador social. Normalmente la entrevista se hace en persona, a no ser que:

- Usted tenga un representante autorizado que pueda ir en su lugar.
- Usted tenga 60 años de edad o más, o sea incapacitado y no tenga un representante autorizado que pueda ir en su lugar.
- Usted tenga una dificultad extrema a raíz de problemas de transporte o una situación difícil, tal como, aunque sin carácter limitativo: vive en una zona rural remota, enfermedad, responsable del cuidado de un familiar, clima severo prolongado u horario de trabajo que no le permite presentarse durante el horario de oficina.
- Usted vive solo(a) y recibe SSI, o vive con su cónyuge que también recibe SSI.
- Está confinado al hogar.
- Su hogar reúne las condiciones de la iniciativa del programa de cupones para alimentos para familias trabajadoras.
- Su hogar recibe beneficios de Cupones para Alimentos no vinculados al programa de Asistencia Temporal y reúne los requisitos del programa de Iniciativa de Cupones para Alimentos para Familias Trabajadoras. Entre esos requisitos de cuentan los siguientes:
 - un miembro adulto del hogar que recibe cupones, ya sea, trabaja un promedio de 30 horas a la semana **o** gana un promedio semanal equivalente o mayor al salario mínimo federal multiplicado por 30 horas a la semana; o
 - uno de dos adultos miembros del hogar que recibe cupones, ya sea, trabaja 20 horas a la semana **o gana** un promedio semanal equivalente o mayor al salario mínimo federal multiplicado por 20 horas a la semana.

A menos que el departamento local de servicios sociales determine que usted está exento de cumplir con los requisitos del programa de Cupones para Alimentos, se le pedirá que cumpla con el requisito de actividades laborales del programa de beneficios de Cupones para Alimentos.

NOTA: si usted no puede asistir a la entrevista y no tiene a nadie que pueda ir en su lugar, se le puede entrevistar por

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| teléfono o un trabajador social puede ir a su casa. |
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P. ¿Cuánto tiempo se demorará para que reciba los Cupones para Alimentos?

R. Puede demorarse hasta 30 días a partir de la fecha en que registra la solicitud.

P. ¿Puedo recibir los Cupones para Alimentos inmediatamente?

R. Sí. Puede recibir los cupones dentro de cinco días calendario. Dicho trámite se conoce como **Procedimiento Acelerado**.

Normalmente la persona habilita para el **Procedimiento Acelerado** si satisface los requisitos del programa de cupones y si:

- su hogar cuenta con menos de \$100 en efectivo y demás recursos y tiene o recibirá menos de \$150 en ingresos brutos en el mes en el que presenta la solicitud; o
- sus ingresos y recursos disponibles son inferiores al monto del alquiler o cuota de hipoteca, más gastos de calefacción, servicios públicos y teléfono; o
- usted es un trabajador migrante o trabajador estacional de finca.

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| NOTA: no necesita estar necesariamente sin alimentos para solicitar el trámite de Procedimiento Acelerado de Cupones para Alimentos. |
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P. Si se determina que reúno los requisitos, ¿cómo retiro mis Cupones para Alimentos?

R. Sírvese remitirse a la **Sección K: «Retiro de beneficios usando la tarjeta Electrónica de Transferencia de Beneficios (EBT)»**

P. ¿Cuándo puedo retirar los beneficios de Cupones para Alimentos?

R. Si vive fuera de la Ciudad de Nueva York:

El último número de su caso, del 1 al 9, le indicará cuál es la primera fecha del mes en que usted puede retirar el beneficio de cupones. Por ejemplo: si su caso termina en 2, puede comenzar a retirar el beneficio de cupones a partir del 2º día del mes. Si su caso termina en 0, puede comenzar a retirarlos a partir del 1er día del mes.

Si vive en la Ciudad de Nueva York:

Recibirá un formulario de su oficina de Cupones para Alimentos informándole de la primera fecha del mes en que puede retirar el beneficio de cupones. Por ejemplo: si el formulario dice que el primer día en que puede recibir el beneficio de cupones es el 3º, podrá utilizar la Tarjeta de Identificación de Beneficios en Común (CBIC) a partir del 3^{er} día del mes y de ahí en adelante.

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| NOTA: si usted no retira el monto de beneficio de cupones dentro de un periodo de 365 días consecutivos, todo beneficio de cupones restante en la cuenta que tenga 365 días de antigüedad será extraído (retirado) y no será devuelto. |
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P. ¿Se puede utilizar el beneficio de cupones en centros para la tercera edad y en locales de comida a domicilio?

R. Puede firmar un formulario de vale para que dichos establecimientos carguen el cobro a su cuenta de beneficios de cupones.

P. ¿Qué sucede si un integrante de mi familia no cumple con uno de los requisitos del programa de Cupones para Alimentos para Familias Trabajadoras o renuncia a su trabajo?

R. Una persona que no cumpla con los requisitos de empleo, o que renuncie voluntariamente a su trabajo, o reduzca las horas de trabajo sin causa justificada, será sancionada (ésa persona no recibirá cupones) por un periodo de tiempo.

P. ¿Puedo recibir Cupones para Alimentos aunque no sea ciudadano estadounidense?

R. *Muchas personas no ciudadanas habilitan para recibir cupones para alimentos. Aunque usted no habilite para recibir beneficios de Cupones para Alimentos, podría recibirlos para sus hijos si ellos cumplen las condiciones. El que usted reciba cupones no debería afectar su condición migratoria con respecto a cualquier decisión que la Oficina de Servicios de Ciudadanía e Inmigración (USCIS) tome sobre su situación migratoria.*

Puede recibir cupones si usted es ciudadano estadounidense, un no ciudadano nacional estadounidense (personas nacidas

en Samoa estadounidense o en la isla de Swain) o un extranjero con un estado migratorio aprobado. Un extranjero con estado migratorio aprobado, en cuanto al programa de Cupones para Alimentos se refiere, es el siguiente:

1. un amerindio nacido en Canadá con al menos 50 por ciento de sangre de raza amerindia conforme la Sección 289 de la Ley de Inmigración y Nacionalidad (INA); o
2. un miembro de una tribu indígena reconocida a nivel federal como tribu indígena (25 U.S.C. 450b(e)); o
3. un extranjero admitido como hmong o laosiano de Highland, inclusive su cónyuge e hijos a cargo; o
4. un refugiado admitido conforme la Sección 207 de la INA; o
5. un extranjero al que se le ha otorgado asilo conforme la Sección 208 del INA; o
6. un extranjero cuya deportación haya sido retenida conforme a la Sección 243(h) de la INA en vigencia antes del 1º de abril de 1997; o cuya remoción haya sido retenida conforme la Sección 241(b)(3) del INA; o
7. un extranjero admitido como ingresante cubano o haitiano; o
8. un extranjero víctima de trata de personas según la Sección 103(8) de la Ley de Protección a Víctimas de Trata de Personas; o
9. un extranjero en servicio activo en las Fuerzas Armadas de EE. UU., o un veterano con baja honorable, su cónyuge y menores a cargo, y el cónyuge supérstite que no se ha vuelto a casar y los hijos a cargo solteros de un miembro en servicio activo o veterano fallecido; o
10. un extranjero admitido como inmigrante amerasiático; o
11. un extranjero admitido por razones humanitarias o de interés público según la Sección 212 (d)(5) de la INA durante al menos un año y que haya tenido ese estado por 5 años; o
12. un extranjero o padres o hijos de un extranjero que haya sido maltratado o sometido a crueldad extrema en EE.UU. por un miembro de la familia y que haya ingresado al país antes del 22 de agosto de 1996, o que tenga 5 años de tener ese estado migratorio; o
13. un extranjero admitido legalmente con residencia permanente según la ley INA y que cumpla con uno de los siguientes requisitos:
 - tener un estado migratorio aprobado por un periodo de 5 años; o
 - haber trabajado o meritado un crédito de 40 trimestres aprobados de trabajo; o
 - tener un estado aprobado y estar recibiendo ciertos beneficios por incapacidad; o
 - tener estado aprobado y tener menos de 18 años de edad.

Derecho a una audiencia imparcial

Usted tiene derecho a una audiencia imparcial si le negaron, suspendieron o redujeron los beneficios de Cupones para Alimentos; o si usted no está de acuerdo con la decisión tomada por el departamento local de servicios sociales. Si desea más información sobre su derecho a una audiencia imparcial, consulte el Libro 1 (LDSS-4148A SP) «Lo que usted debe saber sobre sus derechos y responsabilidades».

¿Preguntas?

Si desea más información sobre los beneficios de Cupones para Alimentos, ingrese al siguiente sitio web:

<http://www.otda.state.ny.us/main/foodstamps/>.

SECCIÓN E

AYUDA TRANSITORIA

P. ¿Puedo recibir Asistencia para Cuidado de Niños cuando termine mi Asistencia Temporal?

- R.** Los beneficiarios que voluntariamente cierran su caso de asistencia, o que de otra manera no reúnen los requisitos para recibir asistencia, pueden recibir un subsidio para el cuidado de niños. Si necesita cuidado de niños porque usted trabaja, y el ingreso del hogar es inferior al límite fijado, la persona a cargo de su caso hará la evaluación para determinar si usted reúne las condiciones de asistencia de cuidado de niños antes de que cesen sus beneficios de Asistencia Temporal. Usted pagará una parte del costo de cuidado de niños. Este tipo de cuidado de niños se le conoce como cuidado transitorio de niños y lo puede recibir por un periodo de hasta 12 meses después de dejar de recibir Asistencia Temporal.

P. ¿Qué sucede si se cierra mi caso de Asistencia Médica?

- R.** Asistencia Médica Transitoria: si su caso de Asistencia Médica para Familias de Bajos Ingresos se cierra porque sus ingresos aumentaron o porque la combinación de ingresos devengados y no devengados aumenta, inhabilitándole para recibir dicho

beneficio, es posible que reciba Asistencia Médica Transitoria. La Asistencia Médica para Familias de Bajos Ingresos es el programa de Asistencia Médica para familias que satisfacen las condiciones para recibir Asistencia Temporal, pero usted no tiene que estar recibiendo Asistencia Temporal para poder recibir Asistencia Médica para Familias de Bajos Ingresos.

Podría obtener esta ayuda adicional por un plazo de hasta 6 meses si:

- Usted ha estado recibiendo Asistencia Médica para Familias de Bajos Ingresos en 3 de los últimos 6 meses.
- Usted tiene un hijo menor de 21 años de edad viviendo con usted.

Después de transcurridos los 6 meses, podría recibir **6 meses más** de Asistencia Médica Transitoria si:

- Sus ingresos, menos los gastos necesarios por cuidado de niños para que usted pueda trabajar, son menores al 185% del índice federal de pobreza.
- Usted llenó los informes que le envió el departamento local de servicios sociales con motivo de que se haga una determinación en cuanto a si usted puede continuar recibiendo ese tipo de ayuda.
- Usted tiene un hijo menor de 21 años de edad viviendo con usted.

Toda mujer que habilite para recibir Asistencia Médica durante un dado mes de su embarazo continúa habilitando para recibir Asistencia Médica por 60 días posteriores a la finalización de su embarazo. Para poder recibir la extensión postpartum de 60 días, la mujer debe solicitar Asistencia Médica antes de que finalice su embarazo.

El niño recién nacido de una mujer que habilita para recibir Asistencia Médica durante su embarazo, habilita para recibir Asistencia Médica hasta el fin de mes en el que el niño cumple un año. El programa de Asistencia Médica se compone de los siguientes seguros médicos: Medicaid, Family Health Plus y Programa de Beneficios de Planificación Familiar. Las mujeres postpartum habilitan por un periodo de 3 meses posteriores al nacimiento de la criatura. Si una mujer solicita Medicaid dentro de los 3 meses posteriores al nacimiento de la criatura y habilita para un periodo retroactivo al momento del alumbramiento, la criatura habilita para recibir cobertura de seguro médico por un año.

Los menores hasta la edad cumplida de los 19 años que habilitan **completamente** para recibir Asistencia Médica, la reciben por 12 meses contados a partir de la fecha en que se determina o se vuelve a determinar que habilitan o hasta que cumplen los 19 años, lo que suceda primero, independientemente de toda modificación en los ingresos o situación de vida.

Toda persona afiliada a una organización de cuidados administrados de la salud, tiene garantizada una cobertura de seis meses de Asistencia Médica en cuanto a los beneficios capacitados ofrecidos por la organización de cuidados administrados aunque él o ella pierdan su habilitación para recibir Asistencia Médica.

- P. ¿Puedo continuar recibiendo ayuda para cobrar el sustento para niños después de que cese mi Asistencia Temporal?**
- R.** Sí. Como antiguo beneficiario de Asistencia Temporal, los servicios de sustento de menores continúan automáticamente, a no ser que usted solicite por escrito que cesen. Cuando cerró su caso debe haber recibido una carta que trataba sobre la continuación de los servicios.
- P. ¿Puedo seguir recibiendo el beneficio de los Cupones para Alimentos después de que cese mi Asistencia Temporal?**
- R.** Si trabaja y cobra un salario bajo, tiene otro ingreso que es bajo, o está incapacitado para trabajar, igual puede obtener el beneficio de cupones (ver «Beneficios de Cupones para Alimentos», Sección D de este libro).

SECCIÓN F

CUIDADO DE NIÑOS

- P. ¿De qué trata la Asistencia de Cuidado de Niños?**
- R.** La Asistencia de Cuidado de Niños ayuda al padre o a los padres y cuidadores que necesitan cuidado y supervisión del menor cuando éstos se deben ausentar y no pueden cuidar del menor. La Asistencia de Cuidado de Niños ayuda a los padres o cuidadores a pagar una parte o la totalidad de los costos del cuidado de niños.
- P. ¿Quién puede recibir la Asistencia de Cuidado de Niños?**
- R.** A ciertas familias se les garantiza la asistencia de cuidado de niños; ciertas familias habilitan si el departamento local de servicios sociales tiene los fondos disponibles; otras familias habilitan si el distrito tiene los fondos y ha decidido pagar por los costos de cuidado de niños para esas categorías de familias.

Las siguientes familias tienen garantizado el cuidado de niños cuando dichos servicios se necesitan para un niño menor de 13 años de edad.

- Las familias que solicitan o reciben Asistencia Temporal que cumplen con el requisito de participar en actividades laborales o que participan en otras actividades según las exige el departamento local de servicios sociales, tales como orientación y evaluación.
- Las familias que reciben Asistencia Temporal que cumplen con el requisito de participación en actividades laborales.
- Las familias que han solicitado y que de otra forma reúnen los requisitos de Asistencia Temporal o que recibían Asistencia Temporal y que voluntariamente cerraron sus casos mientras todavía reunían los requisitos. Los padres o cuidadores parientes deben de necesitar el cuidado de niños para que el padre de familia o cuidador pariente pueda trabajar, tal como se le exige.
- Las familias que están en proceso del cese de Asistencia Temporal cuando se necesita cuidado de niños para que los padres puedan trabajar.

Las siguientes familias habilitan para recibir Asistencia de Cuidado de Niños cuando el departamento local de servicios sociales tiene los fondos y la familia ha solicitado o está recibiendo Asistencia Temporal para un niño de 13 años de edad o mayor que, ya sea, tiene necesidades especiales, o está bajo supervisión judicial y se necesita el cuidado de niños para que el padre o cuidador o pariente pueda participar en actividades que le exige el departamento local de servicios sociales, inclusive orientación, evaluación o actividades laborales.

Las siguientes familias habilitan para recibir Asistencia de Cuidado de Niños cuando el departamento local de servicios sociales tiene los fondos y la familia recibe Asistencia Temporal y necesita cuidado de niños:

- Para un menor de 13 años de edad o mayor, que tenga necesidades especiales o esté bajo supervisión judicial para que los padres o cuidador pariente puedan trabajar;
- Con motivo de permitir que el padre de familia o pariente pueda sostener un empleo o con motivo de participar en actividades laborales; y
- El niño tiene necesidades especiales o está bajo supervisión judicial.

Las siguientes familias habilitan para recibir asistencia de cuidado de niños cuando el departamento local de servicios sociales tiene fondos disponibles:

- la familia ha solicitado o está recibiendo Asistencia Temporal para un niño de 13 años de edad o mayor;
- con motivo de permitir que el padre de familia o pariente pueda sostener un empleo, o con motivo de participar en actividades laborales; y
- el niño tiene necesidades especiales, o está bajo supervisión judicial.

El cuidado de niños se ofrece a las familias en las siguientes circunstancias si el departamento local de servicios sociales decide servir a estas familias y la familia recibe Asistencia Temporal y el departamento local de servicios sociales tiene los fondos disponibles. Pregúntele al trabajador social si el departamento local de servicios sociales paga por el servicio de asistencia de cuidado de niños en alguna de las categorías a continuación:

- Padres o cuidadores parientes que participan en una actividad aprobada, además de la actividad requerida.
- Los padres o el cuidador pariente está sancionado, pero el padre o cuidador pariente está participando en un empleo y servicios no subsidiados y recibe salario remunerado a un nivel equivalente o mayor al nivel mínimo exigido por la ley laboral estatal y federal.

El cuidado de niños se ofrece a las familias en las siguientes circunstancias si el departamento local de servicios sociales decide servir a estas familias y la familia tiene un ingreso dentro de los límites permitidos, y el departamento local de servicios sociales tiene los fondos disponibles, y se ha determinado que la actividad es una parte necesaria del plan de independencia económica de la familia. Pregúntele al trabajador social si su departamento local de servicios sociales paga por el servicio de asistencia de cuidado de niños en la siguiente categoría:

- El padre o cuidador busca empleo por un periodo de hasta seis meses y el padre o el cuidador está registrado con la División de Servicios de Empleo del Departamento Laboral del Estado de Nueva York.
- El padre o el cuidador participa en ciertas actividades educativas y vocacionales.

El cuidado de niños se ofrece a las familias en las siguientes circunstancias si el departamento local de servicios sociales decide servir a estas familias y la familia, ya sea, recibe Asistencia Temporal, o tiene un ingreso dentro de los límites permitidos, y el departamento local de servicios sociales tiene los fondos disponibles. Pregúntele al trabajador social si su

departamento local de servicios sociales paga por el servicio de asistencia de cuidado de niños en alguna de las siguientes circunstancias:

- El padre o cuidador está participando en un programa aprobado de tratamiento de abuso de drogas o se le está realizando una evaluación para ver si necesita participar en un programa de tratamiento de abuso de drogas.
- El padre o cuidador es una persona desamparada o recibe servicios para víctimas de violencia doméstica y está participando en una actividad aprobada o en una prueba de detección para ver si necesita servicios para víctimas de violencia doméstica.
- El padre o el cuidador tiene una situación de emergencia por un periodo corto, tal como en los casos cuando el padre o el cuidador está ausente del domicilio por un periodo prolongado del día por cuestiones tales como un incendio, o porque busca vivienda o porque se ocupa del aseo y la limpieza de un pariente anciano o un pariente incapacitado.
- El padre o el cuidador está físicamente o mentalmente incapacitado o tiene obligaciones familiares que lo ausentan del domicilio.
- El padre o el cuidador participa en ciertos programas de tipo educativo o vocacional. Algunos programas exigen que el padre o cuidador trabaje, por lo menos, 17 ½ horas a la semana y gane un salario igual o mayor al nivel mínimo exigido por la ley laboral federal y estatal. El departamento local de servicios sociales debe decidir si el programa se espera mejore su habilidad para ganar más dinero. El departamento local de servicios sociales debe también decidir si se espera que usted complete exitosamente el programa.

El cuidado de niños se ofrece a las familias en las siguientes circunstancias si el departamento local de servicios sociales ha decidido servir dichas familias, y si la familia tiene un ingreso dentro de los límites y se ha determinado que la actividad es necesaria como parte del plan de la independencia económica de la familia. Pregúntele al trabajador social si el departamento local de servicios sociales paga por el servicio de asistencia de cuidado de niños en las siguientes circunstancias:

- Sin importar el ingreso, cuando existe un caso de servicios de protección del niño o servicios preventivos y se ha determinado que el cuidado de niños es necesario para proteger el niño o para prevenir un desplazamiento a cuidados de crianza.

P. ¿Qué quiere decir una garantía de cuidado de niños?

- R.** Una garantía de cuidado de niños quiere decir que si usted reúne los requisitos de habilitación, el departamento local de servicios sociales le dará un subsidio de cuidado de niños a ser remitido ante el suministrador de cuidado infantil de su hijo. Se le pedirá que pague una parte del cuidado de niños si usted no está actualmente recibiendo Asistencia Temporal. Además, si el suministrador del cuidado de niños cobra más de lo que paga el departamento de servicios sociales, usted tendrá que pagar la diferencia entre el monto que paga el departamento de servicios sociales y el monto que cobra el suministrador del servicio.

P. ¿Existe un límite de tiempo de la garantía del cuidado de niños?

- R.** Las familias que reciben Asistencia Temporal que habilitan para recibir una garantía de cuidado de niños, recibirán asistencia de cuidado de niños por todo el tiempo que reciban Asistencia Temporal y que participen en la actividad exigida por el departamento local de servicios sociales. Las familias bajo la categoría de garantía de cuidado transitorio de niños, reciben un límite de doce meses de asistencia de cuidado transitorio de niños. No existe un límite de tiempo para el Cuidado de Niños en vez de la Asistencia Temporal, siempre y cuando sus ingresos sean iguales o estén por debajo del límite permitido para poder recibir Asistencia Temporal.

P. ¿Qué edad tiene que tener el niño para poder recibir Asistencia de Cuidado de Niños?

- R.** Normalmente, todo niño menor de 13 años de edad habilita para recibir cuidado de niños. Sin embargo, se hacen excepciones en cuanto a los niños menores de 18 años de edad que, ya sean, están bajo supervisión judicial o tienen necesidades especiales. Los niños que tienen necesidades especiales o que están bajo supervisión judicial y tienen menos de 19 años de edad habilitan, siempre y cuando el estudiante sea estudiante a tiempo completo en un programa aprobado educativo o vocacional.

P. ¿Cómo solicito la Asistencia para Cuidado de Niños?

- R.** Si vive fuera de la Ciudad de Nueva York, llame o visite su departamento local de servicios sociales y solicite un paquete de solicitud. Si usted vive en la Ciudad de Nueva York y recibe Asistencia Temporal o está solicitando Asistencia Temporal, llame o visite su Centro Laboral Local. Si solamente está solicitando asistencia para el cuidado de niños, llame la línea de ayuda de la Ciudad de Nueva York al 311 y ellos le informarán a qué número llamar. Debe rellenar el paquete de solicitud y regresarlo ya sea en persona o por correo. Recuerde, puede regresar la solicitud el mismo día que la recibe.

P. ¿Qué sucede cuando solicito Asistencia de Cuidado de Niños?

R. Se le pedirán comprobantes de ciertos factores dentro de los 30 días, contados a partir de la fecha en que el departamento de servicios sociales recibe su solicitud. (Vea el Libro 1 LDSS-4148A SP: «Lo que usted debe saber sobre sus derechos y responsabilidades»). El departamento local de servicios sociales determinará, dentro de 30 días de recibir su solicitud, si usted habilita para recibir asistencia de cuidado de niños y le notificará de la decisión por escrito dentro de los 15 días de haber tomado la decisión.

P. ¿Puedo obtener Asistencia de Cuidado de Niños si no soy ciudadano(a) estadounidense?

R. Sí. Sin embargo, el niño que necesita servicios de cuidado de niños debe residir legalmente en Estados Unidos.

P. Si solicito Asistencia para Cuidado de Niños ¿se me exigirá conseguir sustento de menores del padre ausente?

R. No, no es obligatorio reclamar el sustento de menores para poder recibir asistencia de cuidado de niños. Sin embargo, determinar la paternidad y establecer la responsabilidad de sustento de dichos padres con recursos financieros constituye una medida necesaria para lograr la autosuficiencia y la seguridad económica de la familia. El sustento de menores es una fuente vital de ingresos para los hogares monoparentales del Estado de Nueva York. Después de los ingresos del padre que tiene la custodia, el sustento de menores es la segunda fuente de ingresos más importante para las familias de bajos recursos. Obtener ingresos de sustento de menores y algún beneficio del seguro de salud para su hijo proveniente del padre ausente es importante para el bienestar de su familia.

Cada distrito local de servicios sociales tiene una Unidad de Ejecución de Sustento de Menores (CSEU) que le proporcionará ayuda para determinar la paternidad de su hijo. La CSEU le ayudará a presentar un pedido ante un tribunal de familia para obtener una orden de sustento basada en las pautas de sustento de menores. El sustento de menores puede cubrir algunos de los costos del cuidado de su hijo. Además, la CSEU se asegurará de que usted reciba los pagos de sustento de menores que le corresponden y le ayudará a presentar un pedido ante el tribunal de familia para que usted pueda cobrar el sustento adeudado. Si usted lo solicita, la CSEU revisará su orden de sustento de menores y si corresponde, solicitará el ajuste por costo de vida sobre el monto de sustento de menores.

Su hijo tiene derecho a tener un seguro de salud si está disponible a través suyo o a través del padre que no tiene la custodia. La CSEU le ayudará a presentar un pedido ante un tribunal de familia para recibir esta cobertura si está disponible a través del empleador del padre que no tiene la custodia.

Estos servicios están disponibles para usted independientemente de que el padre que no tiene la custodia viva en el Estado de Nueva York o no. Se le cobrará un arancel anual por servicios de \$25 cuando reciba los servicios de sustento de menores en un año si nunca ha recibido los beneficios de Asistencia Temporal para Familias Necesitadas y sustento de menores recauda por lo menos un monto de \$500 para usted durante un período de 12 meses a partir del 1 de octubre de cada año.

P. ¿Cuánto recibiría en ayuda para pagar por el cuidado de niños?

R. Si usted recibe Asistencia Temporal, no se le exige pagar una parte del costo como contribución familiar del costo de asistencia del cuidado de niños. Si usted no recibe Asistencia Temporal, tiene que pagar una parte del costo de cuidado de niños. El monto depende del número de integrantes de su grupo familiar y de sus ingresos. Si el suministrador del cuidado de niños cobra más de lo que paga el departamento de servicios sociales, usted tendrá que pagar la diferencia entre el monto que paga el departamento de servicios sociales y el monto que cobra el suministrador del servicio.

P. ¿Cómo consigo ayuda para localizar un suministrador de cuidado de niños?

R. La agencia encargada de las remisiones a suministradores de cuidado de niños de su zona, le puede ayudar a localizar un suministrador de cuidado de niños. Si usted vive fuera de la Ciudad de Nueva York, puede comunicarse con el Consejo Coordinador de Cuidado de Niños del Estado de Nueva York (*New York State Child Care Coordinating Council*) al **(518) 690-4217**, para averiguar la agencia de remisiones y recursos sobre cuidado de niños ubicada en su zona. Si usted vive en la Ciudad de Nueva York, llame gratis al **888-469-5999** para recibir ayuda sobre cómo localizar un suministrador de cuidado de niños en su zona. O visite la página web de la Oficina de Servicios para Niños y Familias <http://www.ocfs.state.ny.us>, luego vaya a «Programas y Servicios», luego a «Cuidados infantiles diurnos», luego «Cuidados infantiles» y escoja el entorno apropiado para el cuidado de su familia. Puede hacer una búsqueda de todos los programas en su zona y conseguir información sobre antecedentes de cumplimiento con los estándares del Estado de Nueva York exigidos de suministradores de cuidado diurno de niños.

P. ¿Quién puede cuidar mi niño?

R. Tiene el derecho de escoger toda guardería que opere legalmente, entre las cuales se citan las siguientes:

- guarderías legales o con licencia de operación
- centros de cuidados diurnos familiar o grupal licenciados

- hogares de cuidados diurnos familiares legales
- programas legales de cuidado de niños para escolares
- amigos, vecinos y parientes que estén inscritos con la agencia apropiada (legalmente exenta) de servicios de cuidado.
- cuidadores de cuidado diurno grupal de niños legalmente exentos, tales como los campamentos diurnos de verano inscritos con la agencia apropiada (legalmente exenta) de servicios de cuidado.

P. ¿Qué es cuidado transitorio de niños?

R. Cuidado transitorio de niños es para las familias que recibían Asistencia Temporal, pero que dejaron de reunir las condiciones cuando sus ingresos aumentaron debido a que consiguieron un empleo o reciben sustento de menores. Usted podría recibir cuidado transitorio de niños por un periodo de hasta 12 meses después de que deja de recibir Asistencia Temporal.

El trabajador social determinará si usted reúne las condiciones para recibir cuidado transitorio de niños antes de que se cierre su caso de Asistencia Temporal o la garantía de cuidado de niños. Siempre y cuando usted informe a su trabajador social antes o inmediatamente después de que se cierre su caso de Asistencia Temporal, de manera que el trabajador social no le exija llenar una nueva solicitud. Sin embargo, es posible que necesiten datos adicionales de usted para poder determinar si reúne las condiciones. Pregúntele a su trabajador social si usted reúne las condiciones para recibir cuidado transitorio de niños.

Los requisitos para poder recibir cuidado transitorio son los siguientes:

- el ingreso de la familia no puede sobrepasar ciertos límites;
- usted debe haber recibido Asistencia Temporal tres de los últimos seis meses, o haber recibido Cuidado de Niño en vez de Asistencia Temporal tres de los últimos seis meses;
- su hijo debe tener menos de 13 años de edad y necesitar cuidado de niños mientras usted trabaja.

Usted será responsable por el pago mensual de una parte del costo de cuidado de niños. El monto que usted pagará depende del número de integrantes de su grupo familiar y de sus ingresos. Si su suministrador de cuidado de niños cobra más de lo que paga el departamento de servicios sociales, usted tendrá que pagar la diferencia entre el monto que paga el departamento de servicios sociales y el monto que cobra el suministrador del servicio.

La asistencia transitoria de cuidado de niños cesará si:

- usted no está cumpliendo con las responsabilidades descritas anteriormente; o
- su periodo de habilitación de doce meses está por concluir; o
- usted renunció a su trabajo sin motivo justificado; o
- ya no necesita cuidado de niños para poder trabajar; o
- su ingreso sobrepasa el máximo permitido según el número de integrantes de su grupo familiar; o
- su hijo cumplió los 13 años de edad. Sin embargo, si su hijo tiene necesidades especiales o está bajo supervisión del tribunal, su trabajador social le informará si existen otros programas de cuidado de niños que le puedan ayudar.

P. ¿Qué es Cuidado de Niños en vez de Asistencia Temporal?

R. El Cuidado de Niños en vez de la Asistencia Temporal es para las familias que han solicitado o están recibiendo Asistencia Temporal y necesitan cuidado de niños para poder trabajar, y escogen cuidado de niños en vez de Asistencia Temporal.

Los requisitos de Cuidado de Niños en vez de Asistencia Temporal, son los siguientes:

- su hogar habilita para recibir Asistencia Temporal;
- usted está trabajando el número exigido de horas o está ganando un salario bruto (o si tiene un trabajo donde el salario mínimo es la combinación de las ganancias en bruto y las propinas como un total del salario; o si trabaja por cuenta propia, los recibos en bruto menos las deducciones permitidas) equivalente o superior al índice mínimo exigido por la ley laboral federal y estatal multiplicado por el número exigido de horas;
- usted necesita cuidado de niños para un menor de 13 años de edad con motivo de permitirle trabajar;
- usted está usando un suministrador de cuidados habilitado.

Si usted habilita para recibir Asistencia Temporal y decide que realmente todo lo que necesita es cuidado de niños, su trabajador social le puede informar cómo solicitarlo. Si usted ya recibe Asistencia Temporal y de otra forma habilita para recibir Cuidado de Niños en vez de Asistencia Temporal, necesitará cerrar su caso de Asistencia Temporal para poder recibir Cuidado de Niños en vez de Asistencia Temporal. Si cambia de idea y decide que necesita Asistencia Temporal tanto como

cuidado de niños, puede solicitar Asistencia Temporal en cualquier momento. Si se decide que usted habilita para recibir Asistencia Temporal, posiblemente todavía habilite para recibir cuidado de niños.

Si usted decide recibir asistencia de cuidado de niños, en vez de Asistencia Temporal y cuidado de niños, usted tendrá que pagar parte de los costos de cuidado de niños. Ello se conoce como contribución familiar. Si usted vive fuera de la Ciudad de Nueva York, el monto mínimo que usted pagaría sería de \$1 por semana. Si usted vive en la Ciudad de Nueva York, el monto mínimo de la contribución familiar por cuidados a tiempo completo, es de \$3 por semana, y la contribución familiar mínima por cuidados parciales, es de \$2 por semana. Además, si su suministrador cobra más de lo que paga el departamento local de servicios sociales, usted tendrá que pagar la diferencia entre el monto que cobra su suministrador de cuidado de niños y el monto que paga el departamento de servicios sociales.

Derecho a una audiencia imparcial

Usted tiene derecho a una audiencia imparcial si le han negado los beneficios de cuidado de niños; si sus beneficios han cesado, han sido suspendidos o reducidos; o si usted no está de acuerdo con la decisión tomada por el departamento local de servicios sociales. Si desea más información sobre su derecho a una audiencia imparcial, consulte el Libro 1 (LDSS-4148A SP) «Lo que usted debe saber sobre sus derechos y responsabilidades».

SECCIÓN G

SERVICIOS

P. ¿En qué forma me pueden ayudar los servicios?

R. Los programas de Servicios le pueden ayudar a usted y/o a su familia con lo siguiente:

- A obtener servicios de cuidado de niños
- A colocar a un niño en un hogar de crianza o darlo en adopción
- Ayudarle con el presupuesto
- Con problemas de abuso en la familia (abuso de niños y violencia doméstica)
- Con el comportamiento de menores
- A cómo conservar a la familia unida en forma segura
- A cómo evitar el retiro del niño del hogar

Además de las indicadas anteriormente, existen otras formas en las cuales el programa de servicios puede ayudarle a usted y a su familia. Ellas se describen en el resto de la sección sobre **Servicios**.

P. ¿Cómo solicito Servicios?

R. Si vive **fuera** de la Ciudad de Nueva York, llame o visite su departamento local de servicios sociales y solicite un paquete de solicitud.

Si vive **en** la Ciudad de Nueva York, llame o visite el Centro Local de Compensación de Ingreso / Empleo («*Income Support/ Job Center*») o busque por la Administración de Recursos Humanos (HRA) («*Human Resources Administration*») o por la Administración de Servicios Infantiles (ACS) («*Administration for Children Services*») en las páginas del gobierno de la guía telefónica de su condado. Marque el número de teléfono según el tipo de ayuda que necesita.

P. ¿Qué servicios puedo obtener?

R. Usted puede obtener o solicitar los siguientes servicios:

1. **Cuidado de Niños:** servicios para ayudar a las familias que necesitan cuidado y supervisión para los niños. Los niños pueden recibir cuidado si el padre de familia en un hogar de un solo padre de familia o un hogar con ambos padres de familia, está:
 - Enfermo o incapacitado
 - Buscando trabajo
 - Participando en un programa educativo, o de capacitación laboral o de empleo aprobado por el departamento local de servicios sociales
 - Participando en un programa de tratamiento por abuso de sustancias
 - Recibiendo servicios por cuestiones de violencia doméstica
 - Trabajando
 - Por obligación ausente del hogar gran parte del día por una situación no común
 - Desamparado
 - En una situación de emergencia

Los niños también pueden recibir cuidado de niños junto con servicios protectivos con motivo de mantenerlos a salvo,

o como parte de servicios preventivos para niños con el fin de evitar que reciban cuidados de crianza.

Si desea una descripción más detallada de los servicios de cuidado de niños y de los requisitos, consulte la **Sección F** de este folleto titulada, **CUIDADO DE NIÑOS**.

2. **Servicios Preventivos para Niños y Familias:** servicios para menores y familias para que puedan permanecer juntos en forma segura y para evitar la alternativa de hogares de crianza o para el reintegro seguro al hogar, lo antes posible, de niños que están en un hogar de crianza. Entre los servicios se citan los siguientes:

- Cuidado de niños
- Asesoramiento y orientación sobre cómo criar los hijos
- Servicios de vivienda (para que puedan dejar los servicios de cuidado de crianza)
- Personal de servicio doméstico y servicios auxiliares para los padres
- Dinero en efectivo de emergencia, víveres, alojamiento o demás artículos esenciales.
- Servicios de clínica, inclusive tratamiento por drogadicción o alcoholismo.
- Servicios de socorro en situaciones críticas (inclusive Sida / VIH)
- Transporte

También se ofrecen otros servicios.

No existe un requisito de límite de ingresos para recibir estos servicios. Es posible que ciertos servicios cobren una cuota, aunque por lo general no cobran.

3. **Cuidado de Crianza**

Colocación voluntaria: la colocación voluntaria de un niño en cuidado de crianza se ofrece como cuidado y servicios fuera del hogar cuando existen circunstancias o situaciones que pueden poner en peligro la salud o el bienestar del niño; o para suplementar ciertas necesidades del padre de familia o del niño; o si uno de los padres (o ambos) han dado el niño en adopción.

Familias biológicas / Tutor legal: los servicios que se ofrecen a los padres biológicos o el tutor del niño (que ha sido colocado en cuidado de crianza), pueden incluir:

- Asesoramiento
- Visitas organizadas entre el niño y los padres o el tutor legal
- Servicios preventivos para ayudar a que el niño regrese al hogar en forma segura lo antes posible
- Cuidado de niños posterior a la baja de cuidado de crianza

Padres de cuidado de crianza: las familias que desean brindar cuidados de crianza a un niño, deben solicitarlo y recibir certificación (si no son los parientes del niño) o aprobación (si son los parientes del niño). Los padres de cuidado de crianza deben someterse a una verificación nacional de antecedentes penales y cumplir con otros requisitos de licencia, y es obligatorio que asistan a sesiones de capacitación antes de recibir la certificación o la aprobación. Una vez certificados o aprobados, al colocar el niño en sus manos para el cuidado de crianza, los padres recibirán:

- Pagos mensuales por los gastos de cuidado del niño de crianza, inclusive una asignación para vestimenta.
- Asistencia médica para el niño en cuidado de crianza, inclusive los servicios apropiados de dispensa para aquellos niños que habilitan.

Los padres de cuidado de crianza pueden recibir, según sea apropiado:

- Cuidado de niños para el niño de crianza, si el padre de crianza tiene un trabajo o desempeña otras actividades aprobadas por el departamento local de servicios sociales.
- Servicios de relevo, según sea apropiado.

4. **Adopción**

- A. Se ofrecen, entre otros, los siguientes servicios a los padres biológicos o al tutor de un niño que esté siendo adoptado:

- Asistencia en la planificación del menor
- Arreglos en cuanto a la entrega a la agencia de la custodia y patria potestad del menor
- Servicios de administración de casos, servicios médicos, sociales y asesoramiento
- Asistencia en cuanto a los derechos de los padres biológicos de niños nacidos fuera del matrimonio

B. Entre los servicios brindados a familias que quieren adoptar a un menor, se citan los siguientes:

- Ayuda para encontrar un menor apto a ser adoptado
- Capacitación en cuanto la función de los padres de un niño adoptado
- Educación domiciliaria
- Servicios de pre adopción

Las familias que quieran adoptar a un menor deben hacer una solicitud; se les aceptará para que participen en un estudio sobre lo que significa la adopción. La prioridad que se le dará a la solicitud de la familia en cuanto a la aceptación en el estudio sobre adopción, se basará en el perfil de los niños que aguardan ser adoptados y en el interés que los posibles padres expresen en adoptar un niño con esas características.

Además, una vez el niño se pone en sus manos para ser adoptado, se le podrá asistir con la adopción en la forma de dinero adicional (subsídios de adopción) y ayuda médica con motivo de apoyar al niño que padezca de una incapacidad o que se considere difícil de colocar. También es posible que se hagan pagos únicos por costos no recurrentes de adopción.

5. Programa para Jóvenes Embarazadas y Servicios para Padres de Familia Solteros: los servicios para ayudar a jóvenes embarazadas y padres solteros pueden incluir:

- Educación y capacitación sobre cómo criar los hijos
- Ayuda médica y legal
- Asesoramiento
- Ayuda para buscar empleo
- Planificación familiar
- Transporte
- Vivienda
- Cuidado de salud y nutrición
- Colocación en cuidado de crianza (una madre menor de 18 años de edad junto con su bebé se pueden colocar en cuidado de crianza juntos; la madre retiene la custodia del niño).
- Cuidado de niños

6. Violencia Doméstica (abuso físico o emocional o amenaza de abuso): se ofrecen servicios a la familia o a miembros de familia que ya sea, tengan o no niños, con motivo de ayudarles con el abuso físico o emocional o amenazas de abuso físico o emocional. Puede obtener ayuda para:

- Encontrar un lugar seguro para quedarse
- Vivienda transitoria
- Atención médica
- Asistencia con cuestiones de tipo legal
- Asesoramiento
- Encontrar empleo
- Cuidado de niños
- Transporte
- Servicios de defensa

No existe un requisito de límite de ingresos para recibir estos servicios.

7. Servicios Preventivos para Adultos: servicios que se ofrecen a adultos solteros de 18 años de edad o mayor o a familias sin hijos menores de 18 años de edad. Entre los servicios de citan los siguientes:

- Asesoramiento
- Servicios de apoyo y remisión para impedir o postergar tener que recibir tratamiento de larga duración fuera del hogar.

8. Servicios de Protección de Adultos: servicio para personas de 18 años de edad o mayor que tienen una enfermedad física o mental o que están incapacitadas y han sido lastimadas o están en riesgo de ser lastimadas, no pueden protegerse a sí mismas, y no tienen a nadie que pueda y esté dispuesto a asistirles de manera responsable. Entre los servicios ofrecidos se citan los siguientes:

- Respuesta pronta e investigación de indicios de abuso, negligencia o explotación
- Una evaluación de la situación del individuo y de los servicios que necesita
- Coordinación de vivienda alterna apropiada en la comunidad, según convenga
- Ayuda con servicios legales
- Ayuda para obtener atención médica
- Personal de servicios domésticos por tiempo limitado
- Ayuda con la administración del dinero
- Ayuda para obtener otros beneficios o servicios
- Patria potestad / tutor
- Asesoramiento

No existe un requisito de límite de ingresos para recibir estos servicios.

9. **Servicios de Colocación Residencial para Adultos:** servicios para adultos de 18 años de edad o mayor que están mental o físicamente incapacitados y necesitan vivir bajo supervisión fuera de su propio hogar.

Entre los servicios se citan los siguientes:

- Encontrar hogares de tipo familiar en la comunidad que puedan hacerse cargo de estos adultos
- Ayudar a los adultos a encontrar hogares que satisfagan el nivel de necesidad
- Brindar servicios de apoyo a los adultos que son ubicados en estos hogares

10. **Servicios de Mejora de la Vivienda:** servicios de ayuda con:

- Reparación y mantenimiento del hogar
- Resolución de conflictos entre inquilinos y propietarios y entre vecinos
- Obtener ayuda del departamento local de vivienda o las agencias de asistencia legal
- Encontrar un lugar para quedarse, si es necesario.

11. **Servicios de Administración de Vivienda:** servicios que le enseñan a cómo desarrollar un presupuesto familiar, cómo preparar comidas, cómo atender al cuidado de los niños y de la salud, y atención de cuidados en el hogar.

12. **Tareas Domésticas:** servicios que ayudan con tareas del hogar tales como: tareas livianas del hogar, cómo realizar compras, reparaciones simples, y diligencias cuando usted o uno de los niños o el adulto a cargo del hogar está enfermo, imposibilitado o ausente.

13. **Servicios de Empleada Doméstica:** servicios brindados por una persona capacitada que le ayuda con el cuidado personal, administración del hogar y tareas domésticas cuando usted o uno de los niños o el adulto a cargo del hogar, está enfermo, imposibilitado o ausente.

14. **Programas navegadores y de parientes cuidadores:** existe una red a nivel estatal de programas de apoyo de base comunitaria y una línea telefónica de ayuda directa por medio de la cual se ofrecen servicios a los cuidadores de parientes y familiares, ya sea que los niños estén o no bajo cuidado de crianza. Consulte la pregunta y respuesta a «**Si yo soy la persona a cargo del cuidado del menor que vive conmigo y dicho menor no es mi hijo biológico ni mi hijo adoptivo y necesito ayuda adicional o recursos adicionales para cuidar del menor, ¿dónde los solicito?**» en la parte del medio de la **Sección A, ASISTENCIA TEMPORAL**, de este folleto.

15. **Otros Servicios** que usted puede obtener:

- Servicios educativos
- Servicios de empleo
- Servicios de planificación familiar
- Servicios de información y remisión
- Servicios relacionados con la salud
- Servicios de grupos sociales para la tercera edad
- Servicios de transporte

P. ¿Y si necesito ayuda de servicios de emergencia para proteger a personas adultas, niños u otros miembros de familia?

R. Los siguientes son algunos de los servicios de ayuda disponibles en caso de emergencia.

Si usted vive **fuera** de la Ciudad de Nueva York, su departamento local de servicios sociales le puede ayudar, además de la ayuda que puede recibir si llama uno de los números de teléfono listados a continuación.

Si vive en la Ciudad de Nueva York, llame o visite el Centro Local de Empleo o busque la Oficina de Administración de Recursos Humanos (*Human Resources Administration HRA*), o por la Administración de Servicios Infantiles (*Administration for Children's Services, ACS*) en las páginas gubernamentales de la guía telefónica de su condado. Marque el número de teléfono según el tipo de ayuda que necesita. También puede recibir ayuda si marca uno de los números de teléfono listados a continuación. No existe un requisito de límite de ingresos para recibir estos servicios.

- **Servicios de Protección Infantil:** servicios para niños menores de 18 años de edad que han sido abusados o maltratados como también para sus familias.
Si usted tiene una sospecha razonable de que un niño ha sido abusado o maltratado, llame gratis el Registro Estatal de Reporte de Abuso o Maltrato Infantil, al **1-800-342-3720**.
Si se registra un abuso, se llevará a cabo una investigación, según sea apropiado, y se ofrecerán servicios a la familia con motivo de proteger al niño.
También se considera apropiado llamar al Registro Estatal de Reporte de Abuso o Maltrato Infantil si usted tiene dudas o le preocupa de que un posible abuso o negligencia se halla dado en un entorno residencial de cuidado de niños. Puede llamar gratis al **1-800-342-3720** para tratar más a fondo sus dudas. Si se registra un informe, se llevará a cabo una investigación del programa residencial de cuidado de niños.
Si usted está en el condado de Monroe (Rochester y los alrededores) o el condado de Onondaga (Syracuse y los alrededores), hay un número local que usted puede llamar si usted sospecha que se está dando una situación de abuso o maltrato infantil, ya sea en el entorno del hogar, o en una instalación residencial de cuidados infantiles. El número es el **461-5690**, en el condado de Monroe, y el **422-9701**, en el condado de Onondaga.
- **Servicios de Protección de Adultos:** servicio para personas de 18 años de edad o mayor que tienen una enfermedad física o mental o que están incapacitadas y han sido lastimadas o están en riesgo de ser lastimadas, no pueden protegerse a sí mismas, y no tienen a nadie que pueda y esté dispuesto a asistirles.
Si desea hacer una remisión o reportar sospecha de abuso infantil, negligencia o explotación, sírvase llamar a la unidad local del Servicio de Protección de Adultos (PSA) del departamento local de servicios sociales. Puede llamar gratis al **1-800-342-3009** (presione el 6) para obtener el número de teléfono de la unidad local de servicios de protección de adultos (PSA).
- **Violencia Doméstica (abuso físico o emocional o amenaza de abuso):** se ofrecen servicios a la familia o a miembros de familia que, ya sea tengan o no niños, con motivo de ayudarles con el abuso físico o emocional o amenazas de abuso físico o emocional.

Si necesita información y remisiones a suministradores de servicios locales que tratan cuestiones de violencia doméstica, puede llamar los siguientes números de teléfono, libre de cargos. Le atenderán las 24 horas del día.

En la Ciudad de Nueva York, llame al 1-800-621-HOPE (1-800-621-4673)

En otras áreas del estado de Nueva York, llame a la Línea Directa de Ayuda sobre Violencia Doméstica al 1-800-942-6906 (si habla español marque el 1-800-942-6908).

La persona a cargo de su caso también puede proporcionarle estos datos.

SECCIÓN H

OTROS BENEFICIOS

1. **Seguridad de Ingreso Suplementario (SSI):** si usted ha sido oficialmente declarado ciego, incapacitado o tiene 65 años de edad o más, y sus ingresos y recursos están por debajo de ciertos límites, podría obtener dinero del Programa de Seguridad de Ingreso Suplementario. Puede solicitar los beneficios del Programa de Seguridad de Ingresos Suplementarios en la oficina más cercana del **Seguro Social**. La mayoría de las personas que reciben SSI también reciben Asistencia Médica.
2. **Asistencia Interina:** es posible que pueda recibir un subsidio denominado Asistencia Interina a través de los programas de Red de Seguridad si:
 - Usted ha solicitado el SSI pero su solicitud no ha sido aprobada ni rechazada.
 - Usted está apelando la suspensión de su beneficio de SSI.
 - Su beneficio de SSI ha cesado.

La Asistencia Interina quedará sin efecto una vez que usted empiece a recibir o vuelva a recibir el SSI. Los primeros cheques de SSI se enviarán al departamento local de servicios sociales para reintegrar la cantidad de Asistencia Interina

que recibió. Si vive **fuera** de la Ciudad de Nueva York, puede solicitar el beneficio de Asistencia Interina en el departamento local de servicios sociales. Si vive en la Ciudad de Nueva York, llame o visite el Centro Local de Compensación de Ingresos y Empleo.

P. ¿Qué es Asistencia Interina?

R. Asistencia Interina son los pagos que usted recibiría de los fondos del programa Red de Seguridad (SNA) para cubrir necesidades básicas tales como alojamiento, servicios públicos y combustible, cuando:

- Usted ha solicitado Seguridad de Ingreso Suplementario (SSI), pero la Administración del Seguro Social (SSA) todavía no ha hecho una decisión sobre su solicitud pendiente.
- Usted ha estado recibiendo pagos de SSI pero éstos cesaron incorrectamente y luego se le pagaron a usted de manera retroactiva. Esto se conoce como pre habilitación de asistencia interina.

P. ¿Tengo que reintegrar la Asistencia Interina?

R. Sí. Usted debe reintegrar la asistencia interina. La ley exige el reintegro de pagos con el fin de evitar que las personas reciban ambos tipos de asistencia, Asistencia Temporal (TA) y beneficios de SSI, durante el mismo periodo de tiempo.

P. ¿Qué meses durante los cuales recibí Asistencia Interina debo reintegrar?

R. Si usted recibió beneficios de SNA mientras su solicitud de SSI estaba pendiente, usted debe de reintegrar los meses, comenzando con el primer mes cuando usted habilitó para recibir pagos de SSI y terminando con el mes cuando usted comenzó a recibir los pagos de SSI, o el mes subsiguiente si el departamento local de servicios sociales no pudo parar su último pago de Asistencia Temporal.

Si usted recibió post asistencia interina, usted debe reintegrar comenzando con el primer día del mes durante el cual se le hicieron pagos retroactivos de SSI y terminando con el mes cuando usted comenzó a recibir los pagos actuales de SSI, o el mes subsiguiente si el departamento local de servicios sociales no pudo parar su último pago de Asistencia Temporal.

P. ¿Cómo se reintegra la Asistencia Interina al departamento local de servicios sociales?

R. La Administración del Seguro Social (SSA) pagará la asistencia interina directamente al departamento local de servicios sociales de todo pago retroactivo de beneficios de SSI el cual usted tenga derecho a recibir. Hay dos maneras por medio de las cuales la Oficina del Seguro Social (SSA) puede reintegrar al departamento local de servicios sociales la asistencia interina que usted recibió mientras estuvo pendiente su solicitud de SSI o la post habilitación de pagos.

1. Si la ley no exige que la SSA le envíe directamente su primer cheque de SSI a plazos, la SSA enviará el pago completo de SSI al departamento local de servicios sociales. El departamento local de servicios sociales deducirá el monto de la asistencia interina que usted recibió mientras estuvo pendiente su solicitud de SSI en espera de una decisión, o durante el periodo de tiempo durante el cual los pagos de SSI cesaron y volvieron a comenzar (post habilitación) del pago recibido de la SSA. Si existe un balance, el departamento local de servicios sociales debe enviárselo a usted por correo dentro de los 10 días hábiles de haber recibido su pago de SSI.
2. Si la ley exige que la SSA le envíe su primer pago de SSI a plazos, la SSA primeramente mandará al departamento local de servicios sociales un monto de hasta el monto total de la asistencia interina que usted recibió mientras estuvo pendiente su solicitud de SSI, o durante el periodo de tiempo durante el cual sus pagos de SSI cesaron y volvieron a comenzar (post habilitación). Todo balance restante le será pagado a usted por la SSA en la forma de pagos a plazos.

P. ¿Cómo la SSA consigue mi permiso para reintegrar al departamento local de servicios sociales la asistencia interina?

R. Usted da permiso a la SSA cuando firma la solicitud de Asistencia Temporal o el formulario de revalidación o la revalidación por correo / cuestionario de habilitación.

- P. ¿Cómo determina la Administración del Seguro Social (SSA) qué monto del SSI pagará al departamento local de servicios sociales?**
- R.** La Administración del Seguro Social examina el monto que el Estado reclama como también el monto retroactivo de SSI que se puede usar para reintegrar al Estado. La Administración del Seguro Social compara los meses que usted recibió Asistencia Interina con los meses que usted recibió pagos de SSI. Después de dicha comparación, la oficina del Seguro Social (SSA) paga el monto por cada mes por el cual el departamento local de servicios sociales reclama un pago.
- P. ¿Cómo recibo el monto balance de mis pagos retroactivos de SSI?**
- R.** Después de que la oficina del Seguro Social reintegra al departamento local de servicios sociales la Asistencia Interina adeudada, la oficina del Seguro Social le enviará a usted una notificación explicándole cómo se le pagará a usted el monto restante de SSI. Si usted tiene preguntas sobre sus pagos de SSI, o cualquier otra pregunta, se puede comunicar con la oficina local del Seguro Social o llame al 1-800-772-1213.
- P. ¿Qué sucede si el monto de mi primer pago retroactivo de SSI no es suficiente para reintegrar toda la asistencia interina que recibí?**
- R.** El departamento local de servicios sociales no retendrá más dinero de sus pagos de SSI. El departamento local de servicios sociales solamente puede recibir pagos de reintegro de asistencia interina de la oficina de SSA de su pago retroactivo de SSI. No se lo pueden cobrar de otros pagos de SSI.
- P. ¿Por cuánto tiempo queda vigente la autorización de reintegro de Asistencia Interina?**
- R.** La autorización permanece vigente mientras esté pendiente una solicitud o apelación de SSI que usted haya sometido al momento de solicitar Asistencia Temporal. La autorización permanece vigente por 12 meses comenzando con la fecha que el departamento de servicios sociales notifica adecuadamente a la oficina del Seguro Social, por medio de un sistema electrónico, que ha recibido la autorización. Sin embargo, si usted registra una apelación de SSI dentro del plazo establecido por la reglamentación del Seguro Social, la autorización permanecerá vigente más allá del periodo de 12 meses. La autorización caduca cuando se toma una decisión definitiva sobre su reclamo de SSI; la oficina del Seguro Social le paga primero a usted; o usted y el Estado llegan a un acuerdo de cesar la autorización. Usted deberá firmar una nueva autorización según lo dispone la reglamentación del Estado de Nueva York si usted vuelve a solicitar SSI después de que esta autorización cese, o si usted registra una nueva reclamación de SSI mientras tiene una solicitud o apelación de SSI pendiente.
- P. ¿Por cuánto tiempo permanece vigente la autorización de reintegro de la asistencia interina en cuanto a un pago retroactivo de post habilitación?**
- R.** La autorización permanece vigente por 12 meses comenzando con la fecha que el departamento de servicios sociales notifica adecuadamente a la oficina del Seguro Social, por medio de un sistema electrónico, que ha recibido la autorización. Sin embargo, si usted registra una revisión administrativa o judicial con respecto al SSI dentro del plazo establecido por la reglamentación del Seguro Social, la autorización permanecerá vigente más allá del periodo de 12 meses. La Administración del Seguro Social hace el pago inicial de post habilitación para SSI después de un periodo de suspensión o cese de sus beneficios de SSI; o hasta que la Administración del Seguro Social tome una decisión definitiva sobre su apelación; o usted y el departamento local de servicios sociales, **ambos**, están de acuerdo en dar por terminada la autorización. Usted deberá firmar una nueva autorización según lo dispone la reglamentación del Estado de Nueva York si usted vuelve a solicitar SSI después de que esta autorización cese, o si usted registra una nueva reclamación de SSI mientras tiene una solicitud o apelación de SSI pendiente.
- P. ¿Dónde puedo obtener una Autorización de Reembolso de de Asistencia Interina?**
- R.** En su departamento local de servicios sociales.
- P. ¿Qué puedo hacer si creo que el departamento local de servicios sociales cometió un error en cuanto al monto de asistencia interina que recibí, o que se me devolvió?**
- R.** Puede solicitar una audiencia imparcial. Usted debe seguir las instrucciones sobre audiencias imparciales indicadas en el libro 1 titulado «Lo que usted debe saber sobre sus derechos y responsabilidades» (LDSS-4148A-SP).

P. ¿Qué es una fecha de registro protectora en cuanto a los beneficios de SSI se refiere?

R. Los solicitantes y beneficiarios de Asistencia Temporal (TA) que solicitan SSI dentro de los sesenta días de haber firmado una solicitud de TA o un formulario de revalidación, pueden tener derecho a una «fecha protectora» asignada por la oficina de SSA. Es posible que la oficina de SSA considere, según la regla, la fecha de la solicitud de TA o del formulario de revalidación, como la «fecha protectora». Si la oficina de SSA fija una fecha protectora de registro, dicha acción le daría al solicitante de SSI hasta dos meses adicionales de SSI.

3. **Apoyos Laborales:** los beneficios y programas descritos en las secciones A (Asistencia Temporal), B (Asistencia Médica), C (Sustento de Menores), D (Cupones para Alimentos), E (Ayuda Transitoria), F (Cuidado de Niños), y esta sección H (Otros Beneficios) le pueden ser útiles si usted tiene dificultades económicas, especialmente si está trabajando. Además, si sus ganancias son menos de \$41,464 al año (este es el nuevo límite del crédito tributario EITC para una pareja casada con dos niños que registra una planilla de impuestos conjunta), la cantidad de su dinero contable podría ser más si al registrar la declaración de impuestos usted reclama los créditos tributarios a los que tiene derecho.

- **Crédito por Ingresos Trabajados:** si está trabajando o trabajó el año pasado, podría obtener dinero adicional del Estado y Créditos Federales por Ingresos Trabajados (EIC). Para obtener estos créditos, deberá llenar declaraciones impositivas aun cuando usted no adeude ningún impuesto. Para recibir el EIC federal, deberá registrar una declaración federal de ganancias utilizando el formulario 1040 ó 1040A y el Anexo EITC. (Sólo los trabajadores que no tengan menores a cargo pueden utilizar el formulario 1040EZ para solicitar el EIC federal). Para recibir el EITC del Estado, deberá registrar una declaración de impuestos estatales y el formulario IT-215 del Estado.

Si usted tuvo ingresos ganados y registra planillas de impuestos estatales y federales, quizás pueda recibir el crédito tributario EIC del gobierno estatal y federal. Si usted debe impuestos, el EIC reducirá el monto del impuesto que usted adeuda. Si el monto de su crédito EIC excede el monto de impuestos que usted adeuda, usted recibirá la diferencia en la forma de un reembolso. Puede recibir el reembolso EIC aunque no adeude impuestos.

Si usted reúne los requisitos para recibir el EIC y desea que ese dinero se distribuya a lo largo del año (pagos por adelantado) y obtener un EIC reducido a fin de año, solicite de su empleador el formulario «W-5», complételo y devuélvalo a su empleador.

- **Crédito Tributario por Menores:** el crédito tributario por menores del gobierno federal puede ser de hasta \$1,000 para cada niño menor de 17 años de edad que reúna los requisitos.

El Estado de Nueva York tiene su propia versión del crédito tributario conocido como el crédito tributario imperio (*Empire State Child Credit*). Los trabajadores pueden reclamar un crédito igual a un monto superior de \$100 veces al número de niños aptos para recibir el crédito tributario federal o bien, el 33% del crédito federal por menores que les corresponda.

Una familia trabajadora puede reclamar ambos créditos, además de los créditos tributarios EITC.

- **Crédito Tributario por Ingresos Trabajados del Estado de Nueva York para Padres no Custodios:** este crédito tributario se ofrece a los padres no custodios si cumplen las siguientes condiciones:
 - ser residente contribuyente del Estado de Nueva York;
 - tener entre 18 y 65 años de edad;
 - ser un padre no custodio y tener hijos que no residan con el padre o la madre no custodios;
 - tener una orden de sustento de menores por medio de la Unidad de Sustento de menores del Estado de Nueva York (SCU) por lo menos desde hace seis meses; y
 - haber pagado 100% del monto actual de sustento adeudado para todo año tributario en el cual se reclama el crédito tributario EITC para padres no custodios.

- **Crédito por Cuidado de Menores y Dependientes:** el crédito federal por cuidado de menores y dependientes es un beneficio fiscal que ayuda a las familias a pagar, por lo menos, por el cuidado de un niño menor de 13 años de edad. También puede ayudar a las familias que deben pagar por el cuidado de un cónyuge o adulto a cargo que no pueda cuidarse a sí mismo(a). El crédito federal por cuidado de menores y dependientes puede ser de hasta \$1,050 para familias con un niño o un dependiente a cargo, y de hasta \$2,100 para familias con más de un niño o dependiente a cargo.

El crédito tributario por cuidado de menores y dependientes del Estado de Nueva York es de un mínimo del 20% y de hasta un 110% del crédito federal, dependiendo del monto del ingreso bruto declarado para el Estado de Nueva York. Programa de Asistencia de Energía para el Hogar (HEAP), Programa WIC (para bebés, mujeres y niños) y Programa de Desayunos y Almuerzos Escolares.

- **Créditos Educativos:** hay dos tipos de créditos educativos que cada estudiante apto puede reclamar.
 - Crédito HOPE: este crédito se aplica durante los dos primeros años tributarios de la educación post secundaria; la cantidad máxima es de \$1,800 por estudiante.
 - Crédito Tributario Aprendizaje de por Vida: los estudiantes pueden recibir este crédito durante el transcurso de la educación post secundaria; el crédito máximo es de \$2,000 para un hogar, sin importar el número de estudiantes aptos en la familia.
- **¡Conéctese a ...myBenefits!**

Toda persona en el Estado de Nueva York puede tener acceso al sitio web: www.myBenefits.ny.gov y averiguar si él o ella reúne los requisitos para recibir beneficios de cupones para alimentos, créditos tributarios, créditos por cuidado de menores o dependientes y otros programas destinados a complementar económicamente a las familias trabajadoras de bajos ingresos. Además, le dará información sobre dónde y cómo solicitarlos. La página web se actualizará de manera periódica para que los usuarios puedan averiguar si reúnen los requisitos para una gama de programas.

4. **Programa de Asistencia de Energía para el Hogar (HEAP):** el Programa de Asistencia de Energía para el Hogar lo puede ayudar con los gastos de calefacción y otros servicios y ciertas reparaciones esenciales de los equipos de calefacción. Puede obtener ayuda de Asistencia de Energía para el Hogar si:

- Usted recibe Asistencia Temporal
- Usted recibe beneficios de Cupones para Alimentos
- Sus ingresos coinciden con el nivel establecido por las pautas actuales o son inferiores al mismo
- Usted recibe Seguridad de Ingreso Suplementario (SSI)

NO ES NECESARIO QUE TENGA UNA EMERGENCIA DE CALEFACCIÓN O DE SERVICIOS PÚBLICOS PARA RECIBIR HEAP.

5. **Subsidios para Perros Guía:** si usted está en condiciones de recibir Seguridad de Ingreso Suplementario (SSI) y utiliza un perro guía, podría recibir dinero para comprar alimentos para su perro. Si vive **fuera** de la Ciudad de Nueva York, puede solicitar este dinero en el departamento local de servicios sociales. Si vive **en** la Ciudad de Nueva York, llame o visite el Centro local de Empleo.

6. **Servicio Telefónico Lifeline:** si sus ingresos son bajos, puede obtener un servicio de descuento telefónico denominado «LifeLine» por un poco más de \$1.00 por mes. Puede obtener LifeLine si recibe:

- Asistencia Temporal
- Asistencia Médica
- Beneficios de Cupones para Alimentos
- Subsidio de Energía para el Hogar
- Seguridad de Ingreso Suplementario (SSI)

Si desea información sobre LifeLine, llame su compañía local de servicios telefónicos.

7. **WIC** (programa especial suplementario para mujeres, bebés y niños): si sus ingresos son muy bajos o no tiene ingresos, o si está embarazada, está amamantando o tiene hijos menores de 5 años, y están en riesgo de desnutrición, el **Programa WIC** puede ayudarle. El Programa WIC brinda información útil sobre temas de nutrición y la importancia de ingerir alimentos saludables. El Programa WIC entrega cheques que pueden canjearse en comercios participantes por fórmula para bebés, leche, jugo, huevos, queso, cereales, manteca de maní, arvejas secas y granos de frijol.

Si desea más información sobre el **Programa WIC** y dónde inscribirse, llame al **1-800-522-5006**.

8. **Sepelio:** el departamento local de servicios sociales se hace cargo del sepelio cuando un beneficiario de Asistencia Temporal, u otra persona pobre fallece y no deja fondos o seguro suficiente para pagar los gastos del sepelio y no hay familiares, amigos u otras personas responsables o en condiciones de asumir la responsabilidad de los gastos del sepelio. Ello sólo es posible cuando los fondos del departamento local de servicios sociales destinados a sepelio, no han llegado al límite.

A veces, los familiares y amigos de la persona fallecida se hacen cargo del sepelio. Es posible que sean aptos para recibir un reembolso, siempre y cuando no se haya gastado en el sepelio más de lo que el departamento local de servicios sociales autoriza para tal fin.

Se podrá presentar la solicitud para el reembolso de los gastos del sepelio o para el reembolso limitado de los gastos del sepelio en la unidad de sepelios o unidad de recursos del departamento local de servicios sociales. Sírvese comunicarse con dicha agencia para averiguar dónde debe presentar la solicitud y el plazo para hacerlo.

No realice ningún acuerdo con el director de la funeraria hasta que no averigüe el monto límite fijado por el condado para entierros de beneficiarios de bienestar público.

- 9. Registros de Votantes:** usted tiene derecho a recibir una solicitud para inscribirse en el registro de votantes, derecho a recibir ayuda para rellenar la solicitud y derecho a presentarla para que sea enviada a la junta electoral local correspondiente de la oficina gubernamental que acepte solicitudes para los beneficios descritos en este libro. **Si desea más información, llame gratis a la Junta Estatal sobre Elecciones al 1-800-367-8683 o al 1-800-533-8683 (TDD) para personas con dificultades auditivas.**
- 10. Beneficios para Veteranos:** si usted alguna vez prestó servicio en la militar estadounidense (entre estos se cuentan la Guardia Nacional o Guardia de Reserva, si ha sido ordenado por el Presidente de la nación a prestar servicio), y se le dio de baja por otras razones que no sean un baja no honorable, hay una gama de beneficios y servicios de tipo social, económico y vocacional a los cuales usted tiene derecho por medio del Departamento Estadounidense de Asuntos para Veteranos. Entre los cuales se citan los siguientes, sin carácter limitativo:

- Servicios de atención de salud
- Tratamiento por abuso de sustancias
- Compensación por incapacidad vinculada al servicio
- Beneficios educativos
- Beneficios de incapacidad no relacionados con el servicio
- Rehabilitación vocacional
- Beneficios para familiares y sobrevivientes
- Servicios de empleo

Si usted es un veterano de «bajos ingresos» y recibe SSI, o de otra manera se ha determinado que tiene una incapacidad permanente y total y prestó servicio por un mínimo de 90 días, con por lo menos un día en periodo de guerra, usted habilita para recibir un beneficio mensual de la agencia de asuntos para veteranos; dicho beneficio es significativamente más que el SSI, aun cuando su incapacidad no se haya dado mientras prestaba servicio militar. Si usted tiene 65 años de edad o más y cumple las condiciones de servicio militar descritas anteriormente, usted podría también habilitar aunque no esté incapacitado.

A los veteranos que no están en buen estado de salud, sufren de una enfermedad o de una lesión ocasionada o agravada durante el periodo de servicio militar, se les sugiere soliciten los servicios de compensación relacionados con el servicio militar, aun cuando la afección médica no haya sido diagnosticada hasta años más tarde, tal como en el caso de aquellos que prestaron servicio en Vietnam y que posteriormente fueron diagnosticados con Diabetes Tipo II, cáncer de próstata, cáncer de la vías respiratorias o enfermedad Hodgkin, entre otras.

Si desea más información al respecto o sobre otros beneficios y servicios, comuníquese inmediatamente con un representante (a nivel federal, estatal o del condado) sobre prestaciones a veteranos. Un consejero puede asesorarle y no tiene que pagar nada. Para ubicar uno cercano a su domicilio, llame al **1-888-VETS-NYS (1-888-838-7697)**.

SECCIÓN I PERSONAS CON INCAPACIDADES

- P. ¿Cómo puedo conseguir ayuda del departamento local de servicios sociales? ¿Qué hago si sufro de una incapacidad y no puedo ir al departamento local de servicios sociales o no puedo hacer ciertas de las cosas que me pide hacer ese departamento?**
- R.** Si usted padece de un estado de salud físico o mental que significativamente limita su movilidad, usted está amparado por ciertos derechos según se definen en la Ley de Rehabilitación, Sección 504, Ley sobre Estadounidenses con Discapacidades. Ejemplos de estados de salud físicos o mentales son los siguientes, sin carácter limitativo:
- pérdida de la audición o la visión;
 - inhabilidad de poder moverse fácilmente;
 - impedimento en el aprendizaje;
 - retraso mental;
 - adicción a las drogas o el alcohol;
 - depresión.
- P. ¿Qué puedo hacer si sufro de una incapacidad y no puedo ir a la oficina de servicios sociales o no puedo hacer lo que me pide el departamento local de servicios sociales?**
- R.** Si usted no puede hacer lo que le pedimos, le podemos ayudar a hacerlo o buscar una manera por medio de la cual usted pueda cumplir con las reglas o modificar lo que le estamos pidiendo. Ello se conoce como necesidades razonables. Si usted sufre de una incapacidad y tiene necesidades razonables, déjenos saber. A continuación citamos algunas de las maneras en las que podemos ayudar a una persona incapacitada:
- Si usted no puede visitar una de nuestras oficinas, le podemos dar la dirección de otra oficina a la que usted puede ir, o le podremos indicar de qué otra forma usted puede tener acceso a nuestros programas

de servicios sociales. Además, le podemos llamar o hacerle una visita a domicilio si usted no puede venir a una de nuestras oficinas.

- Le podemos explicar lo que dice la carta que le enviamos.
- Le podemos ayudar a idear un plan de empleo que se acomode a su incapacidad, o le podemos ayudar si usted no puede hacer algo incluido en el plan.
- Le podemos ayudar con el proceso de apelación de denegación de beneficios, tales como el de Seguridad de Ingreso Suplementario (SSI).
- Si usted necesita algún otro tipo de ayuda, déjele saber a la persona que atiende su caso.

P. ¿Le puedo simplemente comunicar al departamento local de servicios sociales que necesito ayuda para encontrar una manera de cumplir con las reglas para poder recibir los beneficios que necesito?

R. Sí. Le puede comunicar al departamento local de servicios sociales que usted necesita ayuda. Sin embargo, la ayuda que se ofrece para encontrar otra manera de cumplir con las reglas (necesidades razonables) es para las personas que cumplen con los requisitos esenciales para poder recibir servicios o participar en el programa o actividad y que también cumplen con el requisito que les protege bajo la Ley sobre Estadounidenses con Discapacidades (ADA, por sus siglas en inglés). Dichas personas enfrentan una limitación física o mental que les impide realizar ciertas actividades. Es posible que el departamento local de servicios sociales le pida a una persona que tiene necesidades razonables, según las define la ley ADA, el someter comprobantes o someterse a una prueba de detección y a un proceso más a fondo de evaluación con motivo de identificar la posible incapacidad y limitación con el fin de cerciorarse de que se ofrecerá satisfacer las necesidades y servicios razonables apropiados.

P. ¿Qué sucede si el departamento local de servicios sociales encuentra una alternativa para que yo cumpla con el requisito de las reglas del programa pero a mí no me parece esa alternativa?

R. Si el departamento local de servicios sociales encuentra una manera alterna (necesidades razonables) para que usted cumpla con las reglas y reciba los beneficios que necesita, pero usted no la acepta, se podrá determinar que usted no reúne las condiciones del programa de los beneficios que necesita; o quizás reciba un monto menor al que necesita. Por ejemplo, si bien la adicción a las drogas se considera una incapacidad bajo la ley ADA, un distrito local de servicios sociales puede retener los servicios o beneficios cuando el adicto está actualmente usando drogas ilegales o abusando del alcohol y se rehúsa a participar en la prueba de detección del uso de drogas y/o abuso de sustancias. Si el departamento local de servicios sociales determina que usted no cumple con los requisitos del programa o determina que usted debería recibir un monto menor, se le mandará una notificación informándole sobre su solicitud y los beneficios que usted solicitó en cuanto a si se los han rechazado, reducido, o si se ha cerrado su caso.

P. ¿Se me aprobará automáticamente para los programas del departamento local de servicios sociales si yo tengo una incapacidad?

R. No se le pueden negar beneficios **solamente** porque usted tiene una incapacidad. Pero se le puede negar un beneficio que usted solicite por el mismo motivo que se le puede negar a otra persona que no tenga una incapacidad. Por ejemplo, si su ingreso sobrepasa el límite del / de los programa(s) y beneficios que usted solicitó, usted no cumple con el requisito.

P. ¿Qué sucede si yo no estoy de acuerdo con la decisión tomada por el departamento local de servicios sociales?

R. Usted puede solicitar una audiencia imparcial si no está de acuerdo con la decisión tomada por el departamento local de servicios sociales. Si desea solicitar una audiencia imparcial, siga las instrucciones indicadas en la sección del libro 1 (LDSS-4148A-SP) titulada, «SUS DERECHOS» («Lo que usted debe saber sobre sus derechos y responsabilidades»), el cual debe haber recibido a la misma vez que recibió este libro.

P. ¿Qué puedo hacer si pienso que se me ha discriminado?

R. Es ilegal la discriminación en base a raza, religión, etnia, estado civil, incapacidad, sexo, nacionalidad de origen, ideas políticas o edad por parte de la Oficina de Asistencia Temporal y Asistencia para Incapacitados del Estado de Nueva York (OTDA), o el Departamento de Salud del Estado de Nueva York, la Oficina de Servicios para Niños y Familias del Estado de Nueva York, el Departamento Laboral del Estado de Nueva York, o su departamento local de servicios sociales.

Si cree que ha sido discriminado, le sugerimos seguir las instrucciones indicadas en la sección del libro 1 (LDSS-4148A-SP) titulada, «SUS DERECHOS» («Lo que usted debe saber sobre sus derechos y responsabilidades»), el cual debe haber recibido a la misma vez que recibió este libro.

SECCIÓN J**VACUNACIÓN**

Las vacunas han reducido y, en algunos casos, eliminado muchas enfermedades que en forma habitual causaban la muerte o la enfermedad de muchos bebés, niños y adultos. Sin embargo, siguen existiendo virus y bacterias que causan la muerte y enfermedades que pueden prevenirse y transmitirse a las personas que **no están protegidas por vacunas**. La vacunación es la forma más importante que tienen los padres de proteger a los niños de las siguientes enfermedades que se presentan en la niñez:

- Difteria
- Virus de la gripe tipo B (Hib)
- Hepatitis A
- Hepatitis B
- Sarampión
- Enfermedad de Neumocócico (neumonía)
- Rotavirus
- Papilomavirus humano
- Paperas
- Pertusis (tos ferina)
- Rubéola (sarampión alemán)
- Tétanos (pasma)
- Varicela (viruela loca)
- Influenza (flu)
- Meningococo meningitis

SECCIÓN K**TRANSFERENCIA
ELECTRÓNICA DE BENEFICIOS (EBT)****P. ¿Qué es EBT?**

- R.** Las siglas en inglés, EBT, significan Transferencia Electrónica de Beneficios. Se refiere al método por medio del cual se le pueden entregar los beneficios de Asistencia Temporal y/o Cupones para Alimentos. Con el Programa de Transferencia Electrónica de Beneficios (EBT), los beneficiarios tendrán cuentas de Cupones para Alimentos y/o Asistencia Temporal. Estos beneficios se transfieren en forma electrónica a las cuentas en las fechas en que sus beneficios están disponibles.

P. ¿Cómo puedo tener acceso a mis beneficios?

- R.** Usted recibirá una Tarjeta de Identificación de Beneficios en Común (*Common Benefit Identification Card- CBIC*, por sus siglas en inglés) la cual utilizará cuando quiera retirar sus beneficios de Asistencia Temporal, Cupones para Alimentos y Asistencia Médica. La Tarjeta de Identificación de Beneficios en Común (CBIC) se puede utilizar:
- Para retirar efectivo de los cajeros automáticos (ATM) que tienen el logo QUEST
 - Para comprar alimentos en cualquier tienda donde se muestre el logo QUEST
 - Para hacer compras con dinero en efectivo en los locales participantes que aceptan EBT
 - Para poder tener acceso a beneficios médicos.

Usted recibirá recibos de todas las operaciones que haga de dinero en efectivo y de cupones para alimentos. Estos recibos mostrarán la cantidad de la transacción y el saldo remanente en su cuenta de efectivo y de cupones para alimentos. Guarde el recibo para que lo compare con la transacción que usted autorizó y para que se le facilite mantenerse al día con el saldo de su cuenta.

P. ¿Qué es un PIN?

- R.** Las siglas en inglés, PIN, quiere decir Número de Identificación Personal. Su PIN se compone de 4 dígitos que le han sido asignados o que usted elige. Su PIN es igual a su *firma electrónica* y siempre deberá mantenerse en secreto. **Recuerde:** si alguien tiene su Tarjeta de Identificación de Beneficios en Común (CBIC) y conoce su PIN, tendrá acceso a TODOS sus beneficios. Estos beneficios NO serán reemplazados. Es responsabilidad SUYA guardar la tarjeta en un lugar seguro y mantener su PIN en secreto. Usted puede cambiar el número PIN en cualquier momento.

NOTA: si necesita reemplazar su Tarjeta de Identificación de Beneficios en Común (CBIC) puede continuar usando el mismo número PIN.

P. ¿Cómo puedo cambiar mi número de identificación personal (PIN)?

R. Tiene **tres** opciones:

- Llamar el Servicio de Atención al Cliente al **1-888-328-6399**; o
- ir al departamento local de servicios sociales y elegir un nuevo número de identificación personal (PIN); o
- visitar el sitio web de la cuenta EBT en: **www.ebtaccount.jpmorgan.com**.

P. ¿Cómo funciona la tarjeta de beneficios y qué tipo de información contiene?

R. La parte de atrás de la tarjeta (CBIC) tiene una tira magnética. Cuando la tarjeta se inserta o se pasa por la abertura del cajero automático o por el dispositivo de punto de venta del comerciante, la máquina lee la información codificada en la tarjeta y da inicio a la transacción usando su cuenta de dinero en efectivo o su cuenta de cupones para alimentos. Para que la transacción se pueda concluir, usted necesita ingresar el número PIN. La parte de atrás de la tarjeta también muestra el número de teléfono de acceso gratuito al Servicio de Atención al Cliente de EBT (1-888-328-6399). La parte del frente de la tarjeta muestra su nombre, el número de 19 dígitos de la tarjeta, su fecha de nacimiento, su número de identificación de cliente, y algunas veces su fotografía.

P. ¿Cuándo debo ponerme en contacto con mi trabajador(a) de casos para tratar cuestiones relacionadas con mis beneficios?

R. Le sugerimos comunicarse con la persona a cargo de su caso en el departamento local de servicios sociales con relación a las siguientes preguntas o problemas:

- Preguntas sobre los beneficios de cupones para alimentos para los cuales usted reúne los requisitos, inclusive sobre montos y frecuencia.
- Para informar cambios en su situación de vida que pudiesen afectar sus beneficios.
- Cuando necesite reemplazar una tarjeta de identificación de beneficios en común (CBIC) que haya perdido, se le haya dañado o se la hayan robado (después de haber llamado el Servicio de Atención al Cliente).
- Preguntas relacionadas con un representante autorizado (la persona que usted haya designado y autorizado para que pueda tener acceso a sus beneficios).

P. ¿Tengo que utilizar todos mis beneficios al mismo tiempo?

R. No. Los beneficios en su cuenta de dinero en efectivo y de cupones para alimentos se acumulan en su cuenta de beneficios de mes a mes. Sin embargo, si usted no usa el dinero acreditado a la cuenta de dinero en efectivo dentro de un periodo de 90 días consecutivos, todo saldo de dinero en efectivo remanente en su cuenta con una antigüedad de 90 días o más, será extraído (retirado) y devuelto a la agencia. Puede pedirle a la persona a cargo de su caso que emita nuevamente los beneficios en efectivo extraídos a los cuales usted tenga derecho. Si usted no usa su cuenta de beneficios de cupones para alimentos por un periodo consecutivo de 365 días, todo beneficio remanente en esa cuenta con una antigüedad de 365 días o más, será extraído (retirado) y no será emitido nuevamente.

P. ¿Existen cargos por utilizar mi tarjeta de identificación de beneficios en común (CBIC)?

R. Usted podrá utilizar su tarjeta, sin cargo alguno, en una máquina instalada en un Punto de Venta (POS) de una tienda que se adhiera a QUEST para realizar compras con su cuenta de dinero en efectivo y de su cuenta de cupones para alimentos. Ciertas tiendas participantes en EBT y ciertos comercios le permiten a los clientes retirar dinero de la cuenta de dinero en efectivo. Pregúntele al encargado de la tienda cuál es la regla sobre retiros de dinero en efectivo. Si retira efectivo de un cajero automático, podrá retirar hasta 2 veces al mes sin tener que pagar comisiones por la operación. Después de haberla utilizado 2 veces sin cargo, habrá un cargo de 50¢ cada vez que utilice un cajero automático para retirar dinero en efectivo durante el resto del mes. Además, ciertos cajeros automáticos imponen un sobrecargo por transacciones de dinero en efectivo. El costo por utilizar un cajero automático debe exhibirse claramente. Para ubicar los cajeros automáticos en su zona que no cobran sobrecargos, llame al Servicio de Localización de EBT, libre de cargos al 1-800-289-6739.

Nunca se le cobra cuando usa la tarjeta de identificación de beneficios en común para examinar su cuenta de cupones para alimentos o sus beneficios médicos.

P. ¿Puedo retirar dinero en efectivo de mi cuenta de Cupones para Alimentos?

R. No. Su cuenta de beneficios de Cupones para Alimentos sólo puede utilizarse para comprar alimentos en los comercios participantes. No puede retirar dinero en efectivo cuando realiza una transacción de cupones para alimentos.

P. ¿Qué es el Servicio de Atención al Cliente de EBT? ¿Y con qué tipo de información me pueden ayudar?

R. Puede llamar al Servicio de Atención al Cliente gratis al **1-888-328-6399**, las 24 horas del día, los 7 días de la semana, o bien, puede comunicarse con el Servicio de Atención al Cliente por internet ingresando al siguiente sitio web: **www.ebtaccount.jpnmorgan.com**. A partir del 15 de agosto de 2007, el número de servicio de atención al cliente de EBT (**1-888-328-6399**) ya no aceptará llamadas por cobrar hechas desde un teléfono público. Las personas discapacitadas pueden utilizar los números de los siguientes centros de transferencia: usuarios de servicio de TTY **1-800-662-1220**; no usuarios de servicio de TTY **1-800-421-1220**; y usuarios de servicio de VCO **1-877-826-6977**. **La mayoría de las preguntas y respuestas a continuación son ejemplos de cómo el servicio de atención al cliente le puede ayudar.**

P. ¿Qué hago si pierdo, me roban o no funciona mi tarjeta de identificación de beneficios en común (CBIC)?

R. Inmediatamente deberá llamar por teléfono al Servicio de Atención al Cliente al **1-888-328-6399** para que ellos anulen la tarjeta perdida o robada. Ello evitará la posibilidad de que otra persona use la tarjeta. Si necesita reemplazar su tarjeta, comuníquese con su departamento local de servicios sociales. El Servicio de Atención al Cliente de EBT no puede reemplazarle la tarjeta.

P. ¿Cómo puedo averiguar el monto de dinero en efectivo o de cupones para alimentos que me resta en la cuenta? ¿Cómo puedo averiguar dónde y cuándo gasté mis beneficios?

R. Llame gratis al Servicio de Atención al Cliente al **1-888-328-6399** y la Unidad de Respuesta Automática (ARU) responderá a todas sus preguntas con relación a las operaciones y saldo de cuentas.

Quando utiliza la Unidad de Respuesta Automática (ARU) esté preparado para dar el número de 19 dígitos que se encuentra en la parte de adelante de su tarjeta de identificación de beneficios en común (CBIC). Además, puede tener acceso a esta información por medio de la página web **www.ebtaccount.jpnmorgan.com**.

P. ¿Qué debo hacer si pienso que el saldo de la cuenta que muestra el último recibo es incorrecto?

R. Póngase en contacto con el Servicio de Atención al Cliente y compare los últimos recibos con la información obtenida de las últimas operaciones.

Toda diferencia entre los resúmenes de cuentas y sus recibos deberá informarse al representante de Servicio de Atención al Cliente al **1-888-328-6399** para que se pueda investigar el reclamo. Con respecto a reclamos sobre la cuenta de beneficios de Cupones para Alimentos, su queja se investigará y resolverá dentro de los 10 días hábiles a partir de la fecha en que presentó el reclamo ante el Servicio de Atención al Cliente.

Se le dará un número de reclamo. Recuerde registrar el número de su reclamo porque lo necesitará cuando se comunique con el servicio de atención al cliente para averiguar el resultado de su queja.

NOTA: una investigación pertinente a un reclamo sobre la cuenta puede demorarse hasta 30 días a partir de la fecha que se reporta al Servicio de Atención al Cliente de EBT. Con relación a su cuenta de beneficios de Cupones para Alimentos y su cuenta de dinero en efectivo, el servicio de atención al cliente de EBT sólo aceptará investigaciones si las reporta dentro de los 90 días de la fecha en que se realizó la transacción.

P. ¿Puedo obtener un detalle escrito de mi cuenta?

R. Sí. El servicio de atención al cliente le puede dar un detalle de las últimas diez transacciones procesadas en su cuenta de dinero en efectivo y cuenta de cupones para alimentos, o puede solicitar que el servicio de atención al cliente le mande por correo a su domicilio un resumen de cuenta de los últimos dos meses. Además, puede tener acceso a esta información por medio de la página web **www.ebtaccount.jpnmorgan.com**.

P. ¿Cómo puedo localizar los cajeros automáticos y puntos de venta (POS) que no cobren un recargo por retirar dinero en efectivo?

R. Puede llamar gratis el servicio de localizador de EBT al **1-800-289-6739**. También puede conseguir esta información de su departamento local de servicios sociales, o ingrese a la página web **http://www.otda.state.ny.us/ebt/zips**.

P. ¿Qué es un «ajuste del minorista»?

R. Cuando compra alimentos con su cuenta de beneficios de Cupones para Alimentos, pero se produce un error en la computadora y no se carga la compra a su cuenta, el comercio podrá solicitar al Servicio de Atención al Cliente que investigue el reclamo. Si la investigación demuestra que el comercio no recibió el pago de su cuenta, se cargará a su cuenta

el costo de los alimentos que usted compró. Cuando se solicita un ajuste de comerciante, usted recibirá una notificación al respecto.

P. ¿Puede el Estado realizar un ajuste en mis cuentas de beneficios de dinero en efectivo y de Cupones para Alimentos?

R. Si como resultado de un error durante el proceso de la emisión de los beneficios, su cuenta se incrementa incorrectamente con un monto de beneficios al que usted no tiene derecho, el Estado podrá ajustar su cuenta para corregir el error.

P. ¿Puedo continuar teniendo acceso a mis cuentas después de que se cierre mi caso?

R. Sí. Su tarjeta seguirá activa y usted podrá tener acceso a sus cuentas siempre y cuando tengan un monto remanente.

P. Si todavía tengo cupones para alimentos impresos, ¿los aceptarán en las tiendas?

R. Después del 17 de junio de 2009, las tiendas ya no aceptarán cupones para alimentos impresos. Si usted todavía tiene consigo cupones para alimentos impresos, le sugerimos los canjee en una tienda participante de cupones para alimentos antes de esa fecha.

| | | | | | | | | | |
|-------------------------------------|----------------|--|---------------------------------------|----------------|---|---------------------------|--|---------|------------------------------|
| CENTER/ OFFICE | INTERVIEW DATE | UNIT ID | WORKER ID | CASE TYPE | CASE NUMBER | DISTRICT | CATEGORY | LANG | NUMBER REUSE INDICATOR |
| CASE NAME | | | | EFFECTIVE DATE | DISPOSITION <input type="checkbox"/> | | <input type="checkbox"/> REASON CODE <input type="checkbox"/> CLOSE | | |
| ELIGIBILITY DETERMINED BY (WORKER): | | DATE | ELIGIBILITY APPROVED BY (SUPERVISOR): | | DATE | FORM _____ OF _____ | SIGNATURE OF PERSON WHO OBTAINED ELIGIBILITY INFORMATION DATE _____ | | |
| DATE RECEIVED BY AGENCY | | EMPLOYED BY: <input type="checkbox"/> SOCIAL SERVICES DISTRICT <input type="checkbox"/> PROVIDER AGENCY SPECIFY: _____ | | | | | | | |
| PA AUTHORIZATION PERIOD | | | MA AUTHORIZATION PERIOD | | | SNAP AUTHORIZATION PERIOD | | | |
| FROM | | TO | | FROM | | TO | | FROM TO | |

NEW YORK STATE RECERTIFICATION FORM FOR CERTAIN BENEFITS AND SERVICES

If you are blind or seriously visually impaired and need this recertification form in an alternative format, you may request one from your social services district. For additional information regarding the types of formats available and how you can request a recertification form in an alternative format, see the instruction book for this form (PUB-1313 Statewide), available at www.otda.ny.gov or <https://www.health.ny.gov/>.

If you are blind or seriously visually impaired, would you like to receive written notices in an alternative format? ☐ Yes ☐ No

If yes, check the type of format you would like: ☐ Large Print ☐ Data CD
☐ Audio CD ☐ Braille, if you assert that none of the other alternative formats will be equally effective for you

If you require another accommodation, please contact your social services district.

We are committed to assisting and supporting you in a professional and respectful manner. Whenever you see "Public Assistance" or "PA" on the recertification form, it means "Family Assistance" and/or "Safety Net Assistance." We call both programs "Public Assistance." **Please refer to the instruction book (PUB-1313 Statewide) and "What You Should Know" Books 1, 2, and 3 (LDSS-4148A, LDSS-4148B, and LDSS-4148C) when completing this recertification form, and contact your social services district with any questions.**

When you see "MA" on the recertification form, it means "Medicaid." You may apply for MA using this recertification form only if you are also recertifying for Public Assistance or the Supplemental Nutrition Assistance Program at the same time. If you wish to only recertify for MA, you can go online at <https://nystateofhealth.ny.gov/> and/or call 1-855-355-5777 for more information or to recertify, or you may use the MA-only paper application - Form DOH-4220, which your worker can give you, or call MA help line at 1-800-541-2831. If you want to recertify only for the Medicare Savings Program (MSP), you must apply with Form DOH-4328, which your worker can provide to you. If you have an immediate need for personal care services, you should apply for MA separately using the DOH- 4220 MA application form.

| | | | | | | | | | | | | | | | | | | | | | | | |
|--|-------|--------|--|---|----------------------------------|--|--|----------------|--------------------------|----------------------------------|--|-------|--|---|--|--|--|--|--|--|--|--|--|
| SECTION 1 CHECK EACH PROGRAM YOU OR ANY HOUSEHOLD MEMBER ARE RECERTIFYING FOR | | | | <input type="checkbox"/> Public Assistance (PA) <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) <input type="checkbox"/> Medicaid (MA) and SNAP <input type="checkbox"/> Medicaid (MA) and PA | | | | | | | | | | | | | | | | | | | |
| SECTION 2 | | | | | | | | | | | | | | SECTION 5 DO ANY OF THESE APPLY TO YOU? <input type="checkbox"/> Pregnant 1 <input type="checkbox"/> Victim of Domestic Violence 2 <input type="checkbox"/> Need to Establish Parentage 3 <input type="checkbox"/> Need Child Support 4 <input type="checkbox"/> Drug/Alcohol Problem 5 <input type="checkbox"/> Fuel or Utility Shutoff 6 <input type="checkbox"/> No Place to Stay/Homeless 7 <input type="checkbox"/> Fire or Other Disaster 8 <input type="checkbox"/> Have No Income 9 <input type="checkbox"/> Serious Medical Problem 10 <input type="checkbox"/> Pending Eviction 11 <input type="checkbox"/> No Food 12 <input type="checkbox"/> Need Foster Care 13 <input type="checkbox"/> Need Child Care 14 <input type="checkbox"/> Problems with English 15 <input type="checkbox"/> Reasonable Accommodations 16 <input type="checkbox"/> Other _____ 17 | | | | | | | | | |
| WHAT IS YOUR PRIMARY LANGUAGE? <input type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH <input type="checkbox"/> OTHER (specify) _____ | | | | | | DO YOU WANT TO RECEIVE NOTICES IN: <input type="checkbox"/> ENGLISH ONLY <input type="checkbox"/> ENGLISH AND SPANISH | | | | | | | | | | | | | | | | | |
| SECTION 3 RECIPIENT INFORMATION PLEASE PRINT CLEARLY | | | | | | | | | | | | | | | | | | | | | | | |
| FIRST NAME | | M.I. | LAST NAME | | | | | MARITAL STATUS | | PHONE NUMBER () AREA CODE | | | MOBILE NUMBER? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | | | | |
| STREET ADDRESS | | | | APT. NO. | CITY | | | | COUNTY | | | STATE | ZIP CODE | | | | | | | | | | |
| IN CARE OF NAME (COMPLETE IF YOU RECEIVE YOUR MAIL IN CARE OF ANOTHER PERSON) | | | | | | | | | | | | | | | | | | | | | | | |
| MAILING ADDRESS (IF DIFFERENT FROM ABOVE) | | | | APT. NO. | CITY | | | | COUNTY | | | STATE | ZIP CODE | | | | | | | | | | |
| HOW LONG HAVE YOU LIVED AT YOUR PRESENT ADDRESS? | YEARS | MONTHS | IS THIS A SHELTER? <input type="checkbox"/> YES <input type="checkbox"/> NO | ANOTHER PHONE WHERE YOU CAN BE REACHED | PHONE NUMBER () AREA CODE | | | | EMAIL ADDRESS (OPTIONAL) | | | | | | | | | | | | | | |
| DIRECTIONS TO CURRENT ADDRESS | | | | | | | | | | | | | | | | | | | | | | | |
| FORMER ADDRESS | | | | APT. NO. | CITY | | | | COUNTY | | | STATE | ZIP CODE | | | | | | | | | | |
| IF YOU ARE CURRENTLY WITHOUT A HOME, CHECK HERE <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | |
| AGENCY HELPING APPLICANT/CONTACT PERSON | | | | | | | | | | PHONE NUMBER () AREA CODE | | | | | | | | | | | | | |
| DO YOU NEED THE MEDICAID PORTION OF THIS RECERTIFICATION FORM AND THE POTENTIAL RECEIPT OF ANY MEDICAID COVERAGE TO BE KEPT CONFIDENTIAL? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | | | | | | | | | | | | | | | | | |
| LIST THE THINGS THAT HAVE CHANGED SINCE YOUR APPLICATION OR LAST RECERTIFICATION (such as moved, had a baby, income, etc.) _____ | | | | | | | | | | | | | | | | | | | | | | | |
| SECTION 4 – If You Are Reapplying For SNAP: You can file a recertification form the day you get it. In order to file a SNAP recertification, it must have, at minimum, your name, address (if you have one) and signature below. You must complete the recertification process, including signing the last page of the recertification and being interviewed. If eligible, you will get SNAP benefits back to the date you filed the recertification. You must be told, within 30 days of the date you turned in (filed) your recertification for SNAP benefits, if your recertification is approved or denied. If your household has little or no income or liquid resources, or if your rent and utility expenses are more than your income and liquid resources, you may be eligible to get SNAP benefits within five calendar days of the date you file. If you are a resident of an institution and are recertifying for both Supplemental Security Income (SSI) and SNAP benefits prior to leaving the institution, the filing date of the recertification is the date you leave the institution. | | | | | | | | | | | | | | | | | | | | | | | |
| SNAP RECIPIENT/REPRESENTATIVE SIGNATURE x | | | | | | | | DATE SIGNED | | | | | | | | | | | | | | | |

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|--|--------------------|--|-----|------------|--|------|----------------------|--------------------------------|--|--|---------------------|---|----|-------|---|----|----|-----------------|--|--------------------|
| SECTION 6 – HOUSEHOLD INFORMATION – List everybody who <i>lives</i> with you, even if they are not recertifying with you. List yourself on the first line. | | | | | | | | | | | | | | | Minor Children) Buy Food or Prepare Meals with You? | | | | | |
| | | | | | | | | | | | | | | | Highest School Grade Completed | | | | | |
| | | First Name, Middle Initial, Last Name | | | This person is recertifying for: | | | Date of Birth: (mm/dd/yyyy) | Sex: (M/F/X) | Gender Identity (Optional): (Male, Female, Non-Binary, X, [please describe]) | Relationship: u: | Social Security Number of <u>Recertifying</u> Household Members (See instruction book, PUB-1313 Statewide, or talk to your social services district) | | | YES | NO | | | | |
| | | | | | PA | SNAP | MA | | | | | | | | | | | | | |
| | 01 | | | | | | | | | | SELF | | | | | | | | | |
| | 02 | | | | | | | | | | | | | | | | | | | |
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| | 07 | | | | | | | | | | | | | | | | | | | |
| | 08 | | | | | | | | | | | | | | | | | | | |
| PLEASE LIST MAIDEN OR OTHER NAMES BY WHICH YOU OR ANYONE IN YOUR HOUSEHOLD HAVE BEEN KNOWN | | Line No. | ONC | FIRST NAME | | | M.I. | LAST NAME | | | | | | | | | | | | |
| | | Line No. | ONC | FIRST NAME | | | M.I. | LAST NAME | | | | | | | | | | | | |
| SECTION 7 | | | | | | | | | | | | | | | | | | | | |
| HAS ANYONE MOVED INTO THE HOUSEHOLD IN THE PAST YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, INDICATE BELOW. | | | | | DID THEY EVER LIVE IN NEW YORK STATE BEFORE NOW? | | | | HAS ANYONE MOVED OUT OF THE HOUSEHOLD IN THE LAST YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, INDICATE BELOW. | | | | | | | | | | | |
| NAME | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | NAME | | | | | WHEN? | | | | | | |
| NAME | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | NAME | | | | | WHEN? | | | | | | |
| IS ANYONE SANCTIONED? | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | IF YES, WHO | | | REASON | | | | | | | | | | END DATE | | |
| NON-APPLICANT INFORMATION | | | | | | | | | | | | | | | | | | | | |
| LN | FIRST NAME | | | LAST NAME | | | LEGALLY RESPONSIBLE | | FOR WHOM? | | | CONTRIBUTION/DEEMED INCOME | | | CHECK IF MEMBER OF SNAP HOUSEHOLD | | | | | |
| | | | | | | | YES NO | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | | |
| NON-CITIZEN WITH SATISFACTORY IMMIGRATION STATUS INFORMATION | | | | | | | | | | INDIVIDUAL EDUCATION | | | | | | | | CONSIDER | | |
| LN | NON-CITIZEN STATUS | | | | STATUS ADJUSTED | | DATE OF ENTRY/STATUS | | | APPLIED FOR CITIZENSHIP | | SPONSORED | | LN | DEGREE RECEIVED | | LN | DEGREE RECEIVED | | ✓ RCA/RMA REFERRAL |
| | | | | | YES | NO | MONTH | DAY | YEAR | YES | NO | YES | NO | 01 | | | 05 | | | |
| | | | | | | | | | | | | | 02 | | | 06 | | | | |
| | | | | | | | | | | | | | 03 | | | 07 | | | | |
| | | | | | | | | | | | | | 04 | | | 08 | | | | |

| | | | | | | |
|--|--|---|---|---|---|---|
| | | | | | | |
| <div><div>H I A B P W U</div><div>HISPANIC OR LATINO NATIVE AMERICAN OR ALASKAN NATIVE ASIAN BLACK OR AFRICAN AMERICAN NATIVE HAWAIIAN OR PACIFIC ISLANDER WHITE UNKNOWN (MA ONLY)</div></div> | | | | | | |
| ↓ | FOR EACH PERSON IN SECTION 6, PLEASE ENTER Y (YES) IF HISPANIC OR LATINO. | | | | | |
| | FOR EACH PERSON IN SECTION 6, PLEASE ENTER Y (YES) WHERE APPLICABLE FOR RACE. YOU MAY SELECT MORE THAN ONE RACE. | | | | | |
| H | I | A | B | P | W | U |
| 01 | | | | | | |
| 02 | | | | | | |
| 03 | | | | | | |
| 04 | | | | | | |
| 05 | | | | | | |
| 06 | | | | | | |
| 07 | | | | | | |
| 08 | | | | | | |

| ANTICIPATED FUTURE ACTION | | | | | | | CASE TYPE | RELATED CASE NUMBERS | CONSIDER | REQUESTED | DOCUMENTATION | IN FILE |
|---------------------------|------|--------------------------|--|--|--|--|-----------|----------------------|--|-----------|---------------|---------|
| LINE NO. | CODE | DATE | | | | | | | <div>✓ Relationship</div> <div>✓ Filing Unit</div> <div>✓ Legally Responsible Relative</div> <div>✓ Single Economic Unit</div> <div>✓ SNAP Household Composition</div> <div>✓ SNAP Aged/Disabled Individual</div> <div>✓ Photo ID</div> <div>✓ AFIS (PA Only)</div> <div>✓ CBIC/PIN</div> <div>✓ RFI/OCA</div> <div>✓ Health Insurance</div> <div>✓ Child Support Pass-Through</div> | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| NEEDED | | REFERRALS | | | | | COMPLETED | | | | | |
| | | Legal | | | | | | | | | | |
| | | Services | | | | | | | | | | |
| | | SSA | | | | | | | | | | |
| | | NYSoH | | | | | | | | | | |
| | | Chronic Care/SSI-Related | | | | | | | | | | |
| | | MA-Only | | | | | | | | | | |
| | | Medicare Savings Program | | | | | | | | | | |
| | | | | | | | | | | | | |

| Please read this entire page carefully before completing it. If you have questions, see the instruction book (PUB-1313 Statewide) or talk to your social services district. | | | | | | | | | | | | | | | | | | | |
|--|------------|----|-----------|---|--------------------------------------|--|--|--|--|--|--|---|--|--|------|----------------|------------------|------------------|--|
| SECTION 9 – CITIZENSHIP/NON-CITIZEN WITH SATISFACTORY IMMIGRATION STATUS | | | | | | | | | | SECTION 10 – CERTIFICATION | | | | | | | | | |
| LIST EVERYONE WHO IS RECERTIFYING OR WHO IS REQUIRED TO RECERTIFY. | | | | | | | | | | <p>Some social services programs require that you certify that you are a United States citizen, Native American or national of the U.S., or a non-citizen with satisfactory immigration status. Other programs do not.</p> <p>You <i>MUST</i> sign the Certification below only if you are a United States citizen, Native American or national of the United States, or a non-citizen with satisfactory immigration status, and you are recertifying for:</p> <ul style="list-style-type: none"> Public Assistance, or The Supplemental Nutrition Assistance Program, or Medicaid <p>An adult household member or authorized representative may sign for all household members. <u>Example:</u> A parent without a satisfactory non-citizen status may sign for their child with a satisfactory non-citizen status.</p> | | | | | | | | | |
| | | | | | | | | | | NEEDED | | REFERRALS Systematic Alien Verification for Entitlements (SAVE) | | | | | | COMPLETED | |
| A recertification for SNAP must list all persons living in the SNAP household. A recertification for PA must list all children for whom you are recertifying, their siblings, and all parents of those children who live together. If you do not check whether a listed person is a United States citizen, national of the U.S. or an non-citizen with a satisfactory immigration status, or provide an U.S. Citizenship and Immigration Services (USCIS) number (Alien Registration Number) or a non-citizen number (if applicable), that person will not be given assistance and the remaining members of the household will receive reduced benefits. If you are a Native American, check citizen/national. | | | | | | | | | | | | | | SIGN* AND DATE THE BOX BELOW FOR EACH APPLICANT. In the case of a recertifying non-citizen with a satisfactory immigration status, check the program(s) for which each recertifying non-citizen has satisfactory immigration status. (See the instruction book, Pub-1313 Statewide.) | | | | | |
| L N | FIRST NAME | MI | LAST NAME | Check either "CITIZEN / NATIONAL" or "NON-CITIZEN" for each person. | | USCIS NUMBER (ALIEN REGISTRATION NUMBER) OR NON-CITIZEN NUMBER (If Applicable) | | | | | | | | CERTIFICATION | DATE | PA | S N A P | MA | |
| 01 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL | <input type="checkbox"/> NON-CITIZEN | A | | | | | | | | | | Sign Name X | | | |
| 02 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL | <input type="checkbox"/> NON-CITIZEN | A | | | | | | | | | | Sign Name X | | | |
| 03 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL | <input type="checkbox"/> NON-CITIZEN | A | | | | | | | | | | Sign Name X | | | |
| 04 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL | <input type="checkbox"/> NON-CITIZEN | A | | | | | | | | | | Sign Name X | | | |
| 05 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL | <input type="checkbox"/> NON-CITIZEN | A | | | | | | | | | | Sign Name X | | | |
| 06 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL | <input type="checkbox"/> NON-CITIZEN | A | | | | | | | | | | Sign Name X | | | |
| 07 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL | <input type="checkbox"/> NON-CITIZEN | A | | | | | | | | | | Sign Name X | | | |
| 08 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL | <input type="checkbox"/> NON-CITIZEN | A | | | | | | | | | | Sign Name X | | | |
| <p>By checking a box above <i>and</i> by signing the certification form in Section 10, I hereby certify, under penalty of perjury, that I, and/or the person(s) for whom I am signing, am a United States citizen, Native American or national of the United States, or a non-citizen with satisfactory immigration status.</p> <p>I understand that signing the above Certification may result in information about recertifying members of my household being submitted to the United States Citizenship and Immigration Services for verification of non-citizen status, if applicable.</p> <p>The use or disclosure of the information above is restricted to persons and organizations directly connected with the verification of citizenship status, and the administration or enforcement of the provisions of the Public Assistance, Supplemental Nutrition Assistance, and Medicaid.</p> | | | | | | | | | | | | | | | | | | | |
| <p>*A person who wishes to sign the Recertification Form but cannot write may make an "X" on the line in front of a witness. The witness must sign below.</p> | | | | | | | | | | | | | | | | | | | |
| <p>I witnessed the marks made in lines: _____ Signature of witness: _____ Date Signed: _____</p> | | | | | | | | | | | | | | | | | | | |

SECTION 11 – INFORMATION REGARDING REFERRAL TO THE CHILD SUPPORT ENFORCEMENT UNIT

If you are recertifying for Medicaid in addition to Public Assistance or the Supplemental Nutrition Assistance Program, you may have to help us obtain medical support for yourself and your recertifying children. Answer the following questions to determine if you need to complete this section. Include yourself, as appropriate:

1. Are you recertifying for an individual under the age of 21 who was born to unmarried parents and/or for whom legal parentage has not been established? ☐ Yes ☐ No
2. Are you recertifying for an individual under the age of 21 who has an absent parent (noncustodial parent)? ☐ Yes ☐ No

You do not need to complete this section if you answered “No” to both of these questions. Go to the next section.

You must complete this section if you answered “Yes” to either or both of these questions. Provide the names of all individuals under the age of 21 for whom you are recertifying and any information you currently have about those individuals’ noncustodial, alleged, or intended parent(s).

3. Are you under the age of 21? ☐ Yes ☐ No

If you answered “Yes” to this question, provide the following information for your noncustodial, alleged, or intended parents:

| REQUESTED | DOCUMENTATION | IN FILE |
|-----------|---|-----------|
| | Acknowledgment of Parentage or Paternity | |
| | Child Support Order | |
| | Good Cause Form (LDSS-4279) | |
| | IV-D Attestation (LDSS-4281) | |
| | Death Certificate | |
| | Divorce Decree | |
| | VA Benefits | |
| | Order of Filiation/Paternity/Parentage | |
| | Birth Certificate | |
| NEEDED | REFERRALS | COMPLETED |
| | CTHP | |
| | CAP | |
| | Referral for Child Support Services (LDSS-5145) | |
| | Parentage/Paternity | |

CONSIDER

☒ Health Insurance of Non-custodial Parent/Absent Spouse

☒ Child Health Plus

☒ Petition to Family Court

☒ TASA

☒ SSI/SSA

| NAME OF INDIVIDUAL UNDER AGE 21 | NONCUSTODIAL, ALLEGED, OR INTENDED PARENT'S NAME AND ADDRESS | NONCUSTODIAL, ALLEGED, OR INTENDED PARENT'S DATE OF BIRTH | | | NONCUSTODIAL, ALLEGED, OR INTENDED PARENT'S SOCIAL SECURITY NUMBER |
|---------------------------------|--|---|-----|------|--|
| | | MONTH | DAY | YEAR | |
| A. | | | | | |
| B. | | | | | |
| C. | | | | | |
| D. | | | | | |
| E. | | | | | |

| TAX STATUS | | | | | | | | | |
|------------|----------------|-----------|--------|------------------------|-----------------------|--|---|------------------------------------|--------------------------|
| FIRST NAME | MIDDLE INITIAL | LAST NAME | SINGLE | MARRIED FILING JOINTLY | MARRIED FILING SINGLE | HEAD OF HOUSEHOLD (WITH QUALIFYING INDIVIDUAL) | QUALIFYING WIDOW(ER) WITH DEPENDENT CHILD | DEPENDENT AND WILL BE FILING TAXES | WILL NOT BE FILING TAXES |
| | | | | | | | | | |
| | | | | | | | | | |
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| | | | | | | | | | |

Tax dependents not living in the household. Please list any tax dependents who do not live with you and are claimed by you or anyone in your household. If you do not file taxes, you can skip this question.

| NAME OF TAX DEPENDENT | | | NAME OF TAX FILER | | |
|-----------------------|----------------|-----------|-------------------|----------------|-----------|
| FIRST NAME | MIDDLE INITIAL | LAST NAME | FIRST NAME | MIDDLE INITIAL | LAST NAME |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SECTION 13 – ABSENT/DECEASED SPOUSE INFORMATION – If the spouse of anyone recertifying lives someplace else or is deceased, please indicate below.

| | | | | |
|---------------------------------|----------------|------------------------|---------------------------------------|---------------------------------|
| NAME OF PERSON RECERTIFYING | NAME OF SPOUSE | DATE OF SPOUSE'S BIRTH | DATE OF SPOUSE'S DEATH, IF APPLICABLE | SPOUSE'S SOCIAL SECURITY NUMBER |
| SPOUSE'S ADDRESS, IF APPLICABLE | | CITY | COUNTY | STATE ZIP CODE |

SECTION 14 – ABSENT CHILD INFORMATION – If anyone recertifying has a child under the age of 21 living someplace else, please indicate below.

| NAME OF PERSON RECERTIFYING | NAME OF ABSENT CHILD | DATE OF BIRTH | ADDRESS OF CHILD (STREET, CITY, COUNTY, STATE, AND ZIP CODE) | LEGAL PARENTAGE ESTABLISHED? | | DO YOU PAY CHILD SUPPORT? | |
|-----------------------------|----------------------|---------------|--|------------------------------|----|---------------------------|----|
| | | | | Yes | No | Yes | No |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

SECTION 15 – TEEN PARENT INFORMATION

| SECTION 15 – TEEN PARENT INFORMATION | TEEN PARENT | TEEN PARENT CHILDREN |
|---|--|------------------------------|
| Is there a parent under the age of 18 ("teen parent") in the household? <input type="checkbox"/> Yes <input type="checkbox"/> No Name _____ | LN NO. _____ Marital Status _____ High School Diploma/High School Equivalent? _____ LN NO. _____ Marital Status _____ High School Diploma/High School Equivalent? _____ | LN NO. _____ LN NO. _____ |
| Does the teen parent's child live in the household? <input type="checkbox"/> Yes <input type="checkbox"/> No Name of teen parent's child _____ | | |

[illegible]

| If you are recertifying for Medicaid, please complete the following section: | | YES | NO | WHO | AMOUNT/VALUE & FREQUENCY | WHO | AMOUNT/VALUE & FREQUENCY | |
|---|--|-----|----|-----|--------------------------|-----|--------------------------|--|
| Educator expenses | | 1 | | | | | | |
| Individual Retirement Account (IRA) deduction | | 2 | | | | | | |
| Student loan interest deduction | | 3 | | | | | | |
| Tuition and fees | | 4 | | | | | | |
| Certain business expenses (reservists, artists, fee-based government officials) | | 5 | | | | | | |
| Health savings account deduction | | 6 | | | | | | |
| Job-related moving expenses | | 7 | | | | | | |
| Deductible part of self-employment (S/E) tax | | 8 | | | | | | |
| S/E, SIMPLE & qualified plans | | 9 | | | | | | |
| S/E health insurance deduction | | 10 | | | | | | |
| Penalty on early withdrawal of savings | | 11 | | | | | | |
| Alimony paid | | 12 | | | | | | |
| Domestic production activities deduction | | 13 | | | | | | |
| Additional adjustments added on line 36 (IRS Form 1040 only) | | 14 | | | | | | |
| Archer MSA deduction | | 15 | | | | | | |
| Other Adjustment (Please Specify) | | | | | | | | |
| | | | | | | | | |

| SECTION 17 – STEPPARENT/NON-CITIZEN WITH SATISFACTORY IMMIGRATION STATUS SPONSOR INFORMATION | | | |
|---|-----|------------|------|
| Answer all questions listed below. | | | |
| | YES | NO | WHO? |
| Does the stepparent of any children who live with you have any resources or receive income of any kind? | | | |
| Is anyone in your household a non-citizen with satisfactory immigration status who was sponsored for admission into the U.S.? | | | |
| NAME OF SPONSOR: | | PHONE NO.: | |
| ADDRESS: | | | |

| NEEDED | REFERRAL | COMPLETED |
|--------|----------|-----------|
| | UIB | |
| | | |
| | | |

| SECTION 18 – EMPLOYMENT INFORMATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|-----------|--|-----------|----------|------------------|-----|--|-------------------------------|--|------------|-------------------------|---|--|-------------------|--|--|---------------------------|------------|--|---------------------------|--|-----|------------------------|--------------------------------------|--|-------------------------------------|--|------------------------|--|--------------|--|------------------------|--|-------------------|--|---------------------|--|-------------------------|--|--|--|--|--|------------------|
| <div>I am currently: <input type="checkbox"/> employed <input type="checkbox"/> self-employed <input type="checkbox"/> unemployed</div> <div>Gross Income \$ _____ Hours Worked Monthly _____</div> <div>(Include wages, salary, overtime pay, commissions, and tips)</div> <div>Paid: <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly Day of the week paid: _____</div> <div>Employer's Name and Address: _____ 1</div> <div>Phone No. _____</div> | <table><thead><tr><th>REQUESTED</th><th>DOCUMENTATION</th><th>IN FILE</th></tr></thead><tbody><tr><td></td><td>CINTRAK/RFI/IRCS</td><td></td></tr><tr><td></td><td>1099</td><td></td></tr><tr><td></td><td>Employment Verification</td><td></td></tr><tr><td></td><td>Income Tax Return</td><td></td></tr><tr><td></td><td>Self-Employment Worksheet</td><td></td></tr><tr><td></td><td>Wage Stubs</td><td></td></tr><tr><td></td><td>Work Registration Form</td><td></td></tr><tr><td></td><td>Dependent/Child Care Form/Statement</td><td></td></tr><tr><td></td><td>Approval of Informal Child Care Provider</td><td></td></tr></tbody></table> | REQUESTED | DOCUMENTATION | IN FILE | | CINTRAK/RFI/IRCS | | | 1099 | | | Employment Verification | | | Income Tax Return | | | Self-Employment Worksheet | | | Wage Stubs | | | Work Registration Form | | | Dependent/Child Care Form/Statement | | | Approval of Informal Child Care Provider | | | | | | | | | | | | | | | |
| REQUESTED | DOCUMENTATION | IN FILE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | CINTRAK/RFI/IRCS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 1099 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Employment Verification | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Income Tax Return | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Self-Employment Worksheet | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Wage Stubs | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Work Registration Form | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Dependent/Child Care Form/Statement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Approval of Informal Child Care Provider | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div>Is anyone else who lives with you currently: <input type="checkbox"/> employed <input type="checkbox"/> self-employed</div> <div>Who: _____</div> <div>Gross Income \$ _____ Hours Worked Monthly _____</div> <div>Paid: <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly Day of the week paid: _____ 2</div> <div>Employer's Name and Address: _____</div> <div>Phone No. _____</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div>Is health insurance available through your employer? <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>Does anyone who lives with you have health insurance with an employer? <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>Who: _____ 3</div> <div>Name of Insurance Company: _____</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div>Do you or anyone who lives with you have child or dependent care expenses <input type="checkbox"/> Yes <input type="checkbox"/> No due to employment?</div> <div>Who: _____ 4</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div>Do you or anyone who lives with you have other employment-related expenses? <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>Who: _____ 5</div> | <table><thead><tr><th>NEEDED</th><th>REFERRALS</th><th>COMPLETED</th><th>CONSIDER</th></tr></thead><tbody><tr><td></td><td>CAP</td><td></td><td>✓ Limited English Proficiency</td></tr><tr><td></td><td>Disability</td><td></td><td>✓ Earned Income Tax Credit (see PUB-4786)</td></tr><tr><td></td><td>Employment</td><td></td><td>✓ Explaining Periodic Reporting Requirements</td></tr><tr><td></td><td>TPHI/COBRA</td><td></td><td>✓ Net Loss of Cash Income</td></tr><tr><td></td><td>UIB</td><td></td><td>✓ P.A.S.S. Income Amount and Sources</td></tr><tr><td></td><td>Workers' Compensation</td><td></td><td>✓ Employment Sanctions</td></tr><tr><td></td><td>Drug/Alcohol</td><td></td><td>✓ Temporary Employment</td></tr><tr><td></td><td>Domestic Violence</td><td></td><td>✓ Disability Review</td></tr><tr><td></td><td>Refugee Cash Assistance</td><td></td><td>✓ Individual Development Account (IDA)</td></tr><tr><td></td><td></td><td></td><td>✓ Voluntary Quit</td></tr></tbody></table> | NEEDED | REFERRALS | COMPLETED | CONSIDER | | CAP | | ✓ Limited English Proficiency | | Disability | | ✓ Earned Income Tax Credit (see PUB-4786) | | Employment | | ✓ Explaining Periodic Reporting Requirements | | TPHI/COBRA | | ✓ Net Loss of Cash Income | | UIB | | ✓ P.A.S.S. Income Amount and Sources | | Workers' Compensation | | ✓ Employment Sanctions | | Drug/Alcohol | | ✓ Temporary Employment | | Domestic Violence | | ✓ Disability Review | | Refugee Cash Assistance | | ✓ Individual Development Account (IDA) | | | | ✓ Voluntary Quit |
| NEEDED | REFERRALS | COMPLETED | CONSIDER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | CAP | | ✓ Limited English Proficiency | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Disability | | ✓ Earned Income Tax Credit (see PUB-4786) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Employment | | ✓ Explaining Periodic Reporting Requirements | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TPHI/COBRA | | ✓ Net Loss of Cash Income | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | UIB | | ✓ P.A.S.S. Income Amount and Sources | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Workers' Compensation | | ✓ Employment Sanctions | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Drug/Alcohol | | ✓ Temporary Employment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Domestic Violence | | ✓ Disability Review | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Refugee Cash Assistance | | ✓ Individual Development Account (IDA) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | ✓ Voluntary Quit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

[illegible]

| SECTION 19 – EDUCATION/TRAINING | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--------------------------|---------------|-----------|---|--|--------------------------|---|-----------------------------|--------------------------|--|--------------------------|--------------------------|------------------------|--------------------------|--------------------------|--|--------------------------|--------------------------|--|--------------------------|--------------------------|
| <p>What is your highest level of education completed?</p> <p><input type="checkbox"/> Less than high school diploma</p> <p> If so, last grade completed? _____</p> <p><input type="checkbox"/> Completion of an Individualized Education Plan (IEP)</p> <p><input type="checkbox"/> High school diploma or General Equivalency Diploma (GED) or Test Assessing Secondary Completion (TASC™)</p> <p><input type="checkbox"/> Associate's Degree (2-year college degree)</p> <p><input type="checkbox"/> Bachelor's Degree (4-year college degree) or higher</p> | <table><tr><th>REQUESTED</th><th>DOCUMENTATION</th><th>IN FILE</th></tr><tr><td></td><td>School Attendance Verification (LDSS-3708)</td><td></td></tr><tr><td></td><td>Educational Grant Worksheet</td><td></td></tr><tr><td></td><td>Child Care Statement</td><td></td></tr></table> | REQUESTED | DOCUMENTATION | IN FILE | | School Attendance Verification (LDSS-3708) | | | Educational Grant Worksheet | | | Child Care Statement | | | | | | | | | | |
| REQUESTED | DOCUMENTATION | IN FILE | | | | | | | | | | | | | | | | | | | | |
| | School Attendance Verification (LDSS-3708) | | | | | | | | | | | | | | | | | | | | | |
| | Educational Grant Worksheet | | | | | | | | | | | | | | | | | | | | | |
| | Child Care Statement | | | | | | | | | | | | | | | | | | | | | |
| <p>Does anyone else in the household have a high school diploma, General Equivalency Diploma (GED) or Test Assessing Secondary Completion (TASC™), or higher level of education? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, who: _____</p> <p>Degree attained: _____</p> <p>Date completed: _____</p> | <table><tr><th>NEEDED</th><th>REFERRALS</th><th>COMPLETED</th></tr><tr><td></td><td>Supportive Services</td><td></td></tr><tr><td></td><td></td><td></td></tr></table> | NEEDED | REFERRALS | COMPLETED | | Supportive Services | | | | | | | | | | | | | | | | |
| NEEDED | REFERRALS | COMPLETED | | | | | | | | | | | | | | | | | | | | |
| | Supportive Services | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| Indicate if you or anyone who lives with you who is recertifying for or getting assistance: | | | | | | | | | | | | | | | | | | | | | | |
| <p>Is or has been in any training program in the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Who _____</p> <p>Where _____</p> <p>Program _____</p> <p>Dates attended _____</p> <p>Dates completed _____</p> | <table><tr><th>CONSIDER</th><th>YES</th><th>NO</th></tr><tr><td>Does anyone 18 through 49 who is attending college half-time or more meet the SNAP student eligibility requirement?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Does anyone pay for child or dependent care to attend school or training?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Is there a 16-19 year-old parent who does not have a high school or equivalency diploma and who is not attending school?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Is anyone in training?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Are any other supportive services appropriate?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Are there any training related expenses?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> | CONSIDER | YES | NO | Does anyone 18 through 49 who is attending college half-time or more meet the SNAP student eligibility requirement? | <input type="checkbox"/> | <input type="checkbox"/> | Does anyone pay for child or dependent care to attend school or training? | <input type="checkbox"/> | <input type="checkbox"/> | Is there a 16-19 year-old parent who does not have a high school or equivalency diploma and who is not attending school? | <input type="checkbox"/> | <input type="checkbox"/> | Is anyone in training? | <input type="checkbox"/> | <input type="checkbox"/> | Are any other supportive services appropriate? | <input type="checkbox"/> | <input type="checkbox"/> | Are there any training related expenses? | <input type="checkbox"/> | <input type="checkbox"/> |
| CONSIDER | YES | NO | | | | | | | | | | | | | | | | | | | | |
| Does anyone 18 through 49 who is attending college half-time or more meet the SNAP student eligibility requirement? | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | |
| Does anyone pay for child or dependent care to attend school or training? | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | |
| Is there a 16-19 year-old parent who does not have a high school or equivalency diploma and who is not attending school? | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | |
| Is anyone in training? | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | |
| Are any other supportive services appropriate? | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | |
| Are there any training related expenses? | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | |
| <p>Is 16 years of age or older and is attending school or college? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Who _____</p> <p>Where _____</p> | | | | | | | | | | | | | | | | | | | | | | |
| <p>Is getting a Training Allowance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Who _____ Amt. \$ _____</p> | | | | | | | | | | | | | | | | | | | | | | |
| <p>Is getting Educational Grants or Loans? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Who _____ Amt. \$ _____</p> | | | | | | | | | | | | | | | | | | | | | | |
| <p>Is under 16 years of age and is attending school? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Who _____</p> <p>School _____</p> <p>Who _____</p> <p>School _____</p> | <p>Who _____</p> <p>School _____</p> <p>Who _____</p> <p>School _____</p> | | | | | | | | | | | | | | | | | | | | | |

SECTION 20 – RESOURCES INFORMATION

| Indicate if you or anyone who lives with you who is recertifying: | YES | NO | WHO | IF YES, AMOUNT/VALUE | WHO | IF YES, AMOUNT/VALUE |
|---|-----|----|-----|----------------------|-----|----------------------|
| Has cash available 1 | | | | \$ | | \$ |
| Has a checking account(s) 2 | | | | | | |
| Has a savings account(s) or certificate(s) of deposit 3 | | | | | | |
| Has a credit union account(s) 4 | | | | | | |
| Has life insurance 5 | | | | | | |
| Has title or registration to a motor vehicle(s) or other vehicle(s): Year _____ Make/Model _____ Year _____ Make/Model _____ Other _____ 6 | | | | | | |
| Has stocks, bonds, certificates or mutual funds 7 | | | | | | |
| Has savings bonds 8 | | | | | | |
| Has an IRA, Keogh, 401(k) or deferred compensation account(s) 9 | | | | | | |
| Has an irrevocable burial trust 10 | | | | | | |
| Has a burial fund 11 | | | | | | |
| Has a burial space 12 | | | | | | |
| Has their own home 13 | | | | | | |
| Has real estate, including income-producing and non-income-producing property 14 | | | | | | |
| Is eligible for an income tax refund 15 | | | | | | |
| Has an annuity 16 | | | | | | |
| Is the beneficiary of a trust 17 | | | | | | |
| Expects to receive a trust fund, lawsuit settlement, inheritance or income from any other sources 18 | | | | | | |
| Has an "in trust" account(s) 19 | | | | | | |
| Has a safe deposit box(es) 20 | | | | | | |
| Has resources other than those listed above 21 | | | | | | |
| Has anyone (including your spouse, even if not recertifying or living with you) given away any cash, or sold/transferred any real estate, income or personal property in the past 36 months? 22 | | | | | | |
| Has anyone (including your spouse, even if not recertifying or living with you) ever created a trust in the past or transferred any assets to a trust within the past 60 months? If yes, when? _____ 23 | | | | | | |

VEHICLE INFORMATION

| YR. | MAKE | MODEL | OWNER'S NAME | AMOUNT OWED | NADA VALUE | EXEMPT | | LIEN HOLDER | ACCOUNT NO. |
|-----|------|-------|--------------|-------------|------------|--------|----|-------------|-------------|
| | | | | | | YES* | NO | | |
| | | | | \$ | \$ | | | | |
| | | | | \$ | \$ | | | | |

*IF EXEMPT, WHY?

NEEDED**REFERRAL****COMPLETED**

Legal

Resource

LIFE INSURANCE**FACE AMOUNT****CASH VALUE**

| REQUESTED | DOCUMENTATION | IN FILE |
|-----------|---|---------|
| | Resource Checklist | |
| | Market Value | |
| | DMV Clearance | |
| | Bank Statement | |
| | Assignment of Proceeds | |
| | Car/Vehicle Title | |
| | Car/Vehicle Registration (Older Models) | |
| | Bank Clearance | |
| | RFI/OCA | |
| | 1099 | |

CONSIDER

- ✓ Children's Resources
- ✓ Lump Sum
- ✓ Boats, Campers, Snowmobiles
- ✓ Individual Development Account (IDA)
- ✓ Exempt Vehicles
- ✓ EIC
- ✓ Change in Resources from Last Budget

| SECTION 21 – MEDICAL INFORMATION | | | | REQUESTED | DOCUMENTATION | IN FILE |
|--|-----|----|-------------|--|---|-----------|
| Indicate if you or anyone who lives with you who is recertifying: | YES | NO | IF YES, WHO | | Pregnancy Statement | |
| Has any medical bills or medically-related expenses 1 | | | | | Med/Psych Statement | |
| Is on Medicaid with a spend-down 2 | | | | | Drug/Alcohol Screening (LDSS-4571) | |
| Has health or hospital/accident insurance (including insurance from employer) 3 | | | | POLICY NO.: | Drug/Alcohol Statement | |
| | | | | AMOUNT: | Paid or Unpaid Medical Bills | |
| | | | | FREQUENCY OF PAYMENT: | SSI Application Verification (PA ONLY) | |
| Has health insurance available through an employer 4 | | | | INSURANCE COMPANY NAME: | CONSIDER | |
| Has Medicare (red, white, and blue card) 5 | | | | WHO IS COVERED: | <input checked="" type="checkbox"/> AD/SSI Related <input checked="" type="checkbox"/> SNAP Aged/Disabled Indicator <input checked="" type="checkbox"/> SNAP Medical Deduction <input checked="" type="checkbox"/> TPHI Reimbursement <input checked="" type="checkbox"/> Buy-In Eligibility <input checked="" type="checkbox"/> Kreiger (LDSS-3664) <input checked="" type="checkbox"/> Domestic Violence <input checked="" type="checkbox"/> SSI Referral <input checked="" type="checkbox"/> Earned Income Credit <input checked="" type="checkbox"/> Change in Resources | |
| Has a health attendant/home health aide 6 | | | | EFFECTIVE DATE: | | |
| Is blind, sick or disabled 7 | | | | Is the answer to question 7 in this section consistent with Section 18 asking if the applicant or any other adult who lives in the household have any medical conditions that limit their ability to work or the type of work that they can perform? | | |
| Is a child with a developmental disability 8 | | | | | | |
| Is in a hospital, nursing home or other medical institution 9 | | | | NEEDED | REFERRALS | COMPLETED |
| Has paid or unpaid medical bills within 3 months preceding the month of this recertification 10 | | | | | SSI (D-CAP) | |
| Is or was drug or alcohol dependent 11 | | | | | Disability Interview (LDSS-1151) | |
| Needs home care/personal care 12 | | | | | Medical Report (LDSS-486, 486t) | |
| Is on SSI or has ever applied for SSI 13 | | | | | Disability Report | |
| Is pregnant If pregnant, due date: _____ Expected number of births: _____ 14 | | | | | AD | |
| Receives treatment from a drug abuse or alcohol treatment program 15 | | | | | TPHI | |
| Has not been able to work for at least 12 months because of a disability or illness 16 | | | | | ACCES-VR | |
| Has daily activity limited because of a disability or illness that has lasted or will last at least 12 months 17 | | | | | CTHP | |
| Has been in a car accident or work-related accident in the past two years 18 | | | | | Family Planning | |
| Has had a government agency (public program) besides Medicaid or Medicare pay any of your medical bills If yes, what agency _____ 19 | | | | | SSA (RSDI) | |
| Will billing any other health insurance cause harm to your physical or emotional health or safety, and/or will it interfere with the privacy and confidentiality of your application for or receipt of Medicaid? 20 | | | | | Veteran's Benefits | |
| | | | | | Veteran's Counseling | |
| | | | | | Child Health Plus | |
| | | | | | COBRA Eligibility | |
| | | | | | Nurse's Aide Service | |
| | | | | | Home Care | |
| | | | | | NYSOH | |
| | | | | | MA-Only (DOH-4220) | |
| | | | | | SSI-Related/Chronic Care (DOH-4220 with Supplement A) | |
| | | | | | LDSS-4526 or local equivalent | |

| RETROACTIVE MEDICAID | WHO | DATE | RECURRING MEDICAL EXPENSES | WHO | AMOUNT \$ | | | |
|---|-----|------|--|-----|-----------|--|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| MEDICAL BILLS: <input type="checkbox"/> YES <input type="checkbox"/> NO | | | TPHI: <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | |

HEALTH PLAN SELECTION

Most people enrolled in Medicaid are required to join a managed care health plan unless they are in an exempt category. Use this section to choose a health plan. If you do not know what health plans are available, ask your worker or call 1-800-505-5678.

| Name of Plan You Are Enrolling In | Last Name | First Name | Date Of Birth mm/dd/yy | Sex M/F/X | ID# (from Medicaid Card if you have one) | Social Security # | Primary Care Provider (PCP) or Health Center (check box if current provider) | Name and ID# of OB/GYN (check box if current provider) |
|-----------------------------------|-----------|------------|---------------------------|--------------|---|-------------------|--|---|
| | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |

| SECTION 22 – SHELTER | | | | | SHELTER COSTS | | MONTHLY ACTUAL COST | REQUESTED | DOCUMENTATION | IN FILE |
|--|-----|----|----------------|--|--------------------------------------|--|---------------------|--|--|---------|
| WHAT IS YOUR LANDLORD'S NAME? | | | | | A. Room and Board | | | | Landlord Statement | |
| | | | | | B. Rent | | | | Rent Receipt | |
| WHAT IS YOUR LANDLORD'S ADDRESS? | | | | | C. Trailer Lot Rent | | | | Tenant of Record | |
| | | | | | D. Mortgage Payment | | | | Customer of Record | |
| | | | | | 1. | Principal | | | Voluntary Restrict | |
| | | | | | 2. | Interest | | | Mandatory Restrict | |
| WHAT IS YOUR LANDLORD'S PHONE NUMBER? | | | | | 3. | Property Tax (including School Tax) | | | Subsidized Housing | |
| () | | | | | 4. | Homeowner's Insurance (incl. Fire Insurance) | | | Mortgage/Title Search | |
| | YES | NO | IF YES, AMOUNT | | 5. | Taxes Included in Mortgage (Escrow Payment) | | | Section 8 Lease or Statement from Section 8 Office | |
| Do you or anyone who lives with you have a rent, mortgage or other shelter expense? | | | \$ | | 6. | Assessments (Sewer, etc.) | | | Property Lien | |
| Do you or anyone who lives with you have a heat bill separate from your rent or other shelter expense? | | | \$ | | E. Total Mortgage Payment (Line 1-6) | | | | Shelter/Utility Repayment Agreement | |
| | | | | | TOTAL (Lines A - E) | | | CONSIDER <input checked="" type="checkbox"/> Utility and/or Fuel Restrict <input checked="" type="checkbox"/> Utility Guarantee <input checked="" type="checkbox"/> HEAP <input checked="" type="checkbox"/> Subsidized Housing May Show Total Rent, NOT Client Amount <input checked="" type="checkbox"/> Foster Care-Related Additional Allowances <input checked="" type="checkbox"/> SNAP Household Composition Rules <input checked="" type="checkbox"/> SNAP Aged/Disabled Indicator <input checked="" type="checkbox"/> Real Property Tax Credit <input checked="" type="checkbox"/> AIDS/HIV Emergency Shelter Allowance <input checked="" type="checkbox"/> Property Lien <input checked="" type="checkbox"/> If Shelter Expenses/Living Quarters Are Shared by More than One Household | | |

| SECTION 22 – SHELTER (CONT.) | | | |
|---|-----|----|----------------|
| Do you or anyone who lives with you have the following expenses separate from your rent or other shelter expense? | YES | NO | IF YES, AMOUNT |
| Electricity (for needs other than heat; example: lights, cooking, hot water, etc.) 1 | | | \$ |
| Natural Gas (for needs other than heat; example: cooking, hot water, etc.) 2 | | | \$ |
| Water 3 | | | \$ |
| Air Conditioning 4 | | | \$ |
| Propane (for needs other than heat) 5 | | | \$ |
| Sewer 6 | | | \$ |
| Trash 7 | | | \$ |
| Other Utilities and Expenses 8 Specify _____ | | | \$ |
| Do you live in public housing? 9 | | | |
| Do you live in Section 8, HUD, or other subsidized housing? 10 | | | |
| Do you live in a drug/alcohol treatment facility? 11 | | | |

***Check Primary Heat Type:**
☐ Natural Gas ☐ Oil ☐ PSC Electric ☐ Coal
☐ Kerosene ☐ Propane ☐ Municipal Electric ☐ Wood ☐ Other _____

| MONTHLY EXPENSES | MONTHLY ACTUAL COST | NAME OF DEALER | ACCOUNT NUMBER | IN WHOSE NAME IS THE BILL? (CUSTOMER OF RECORD) | WHO IS THE TENANT OF RECORD? |
|---|---------------------|----------------|----------------|---|------------------------------|
| A. Heat* | | | | | |
| B. Electricity (for cooking, lights, hot water) | | | | | |
| C. Gas (for cooking, hot water) | | | | | |
| D. Liquid Propane Gas | | | | | |
| E. Other Utilities or Expenses | | | | | |
| F. Air Conditioning | | | | | |
| G. Utility Installation Fees | | | | | |
| H. Sewer | | | | | |
| I. Trash | | | | | |
| J. Water | | | | | |

| ADDITIONAL INFORMATION | | | |
|---|------------------------------|-----------------------------|----------------|
| SECTION 23 – OTHER EXPENSES | | | |
| Indicate if you or anyone who lives with you who is recertifying: | YES | NO | IF YES, AMOUNT |
| Pays child support 1 | | | \$ |
| Pays spousal support 2 | | | \$ |
| Pays for child care 3 | | | \$ |
| Pays for dependent care 4 | | | \$ |
| Pays tuition, fees, or other educational expenses 5 | | | \$ |
| Has additional expenses (Example: car payment, car insurance payment, credit card payments, other loan payments, etc.) Specify: _____ 6 | | | \$ |
| Do you or anyone who lives with you who is recertifying owe at least four months of support for a child under the age of 21? 7 | <input type="checkbox"/> YES | <input type="checkbox"/> NO | |

| HOW OFTEN PAID | LEGALLY OBLIGATED | | CHILD IN SNAP HH | |
|----------------|-------------------|----|------------------|----|
| | YES | NO | YES | NO |
| | | | | |

| SECTION 24 – OTHER INFORMATION | | | |
|---|------------------------------|-----------------------------|----------------|
| Do you buy or plan to buy meals from a home delivery or communal dining service? 8 | <input type="checkbox"/> YES | <input type="checkbox"/> NO | |
| Are you able to cook or prepare meals at home? 9 | <input type="checkbox"/> YES | <input type="checkbox"/> NO | VETERAN STATUS |
| Have you or anyone in your household ever been in the U.S. military? Who? 10 | <input type="checkbox"/> YES | <input type="checkbox"/> NO | VETERAN CODE |
| Has your spouse ever been in the U.S. military? 11 | <input type="checkbox"/> YES | <input type="checkbox"/> NO | |
| Is anyone in your household a dependent of someone who is or was in the U.S. military? Who? 12 | <input type="checkbox"/> YES | <input type="checkbox"/> NO | |
| Indicate if you or anyone who lives with you who is recertifying: | YES | NO | WHO |
| Have you or anyone who lives with you who is recertifying moved into this county from another New York State county within the past two months? | | | |
| Have you or anyone who lives with you ever been found guilty of and/or been disqualified for Public Assistance and/or the Supplemental Nutrition Assistance Program (SNAP) because of fraud/an Intentional Program Violation? | | | |
| Have you or anyone who lives with you received benefits for which they were not entitled, which have not been fully repaid to this or another agency? | | | |
| Have you or any member of your household been convicted of making a fraudulent statement or representation of residence in order to receive Public Assistance in two or more states? | | | |
| Have you or any member of your household been convicted of fraudulently receiving duplicate SNAP benefits in any state after September 22, 1996? | | | |
| Have you or any member of your household been convicted of buying or selling SNAP benefits for a combined amount of over \$500 or more after September 22, 1996? | | | |
| Have you or any member of your household been convicted of trading SNAP benefits for firearms, ammunition or explosives, or drugs? | | | |
| Are you or any member of your household fleeing to avoid prosecution, custody or confinement after conviction of a felony or attempted felony and actively being pursued by law enforcement? | | | |
| Are you or any member of your household violating probation or parole according to a court order? | | | |
| PROPERTY TRANSFER STATUS | | | |
| I have <input type="checkbox"/> I have not <input type="checkbox"/> sold, transferred or given away any of my property to anyone to get Public Assistance or SNAP benefits. | | | |

| NEEDED | REFERRALS | COMPLETED | CONSIDER |
|--------|-----------|-----------|--|
| | Services | | ✓ SNAP Dependent Care Deductions |
| | UIB | | ✓ District of Fiscal Responsibility (SSL 62.5) |

| REQUESTED | DOCUMENTATION | IN FILE |
|-----------|--------------------------------|---------|
| | Child/Dependent Care Statement | |
| | Recoupments | |
| | Outstanding Overpayment | |
| | Pending Disqualification | |

IF TOTAL EXPENSES (INCLUDING EXPENSES NOT USED IN THE BUDGET DETERMINATION) EXCEED INCOME (INCLUDING PA GRANT), EXPLORE HOW THE HOUSEHOLD IS MEETING ITS OBLIGATIONS.

| | CONSIDER |
|-----------------|---|
| Actual Expenses | <input type="text"/> \$ ✓ Actual Expenses, including: shelter, fuel/utility costs, telephone costs, etc. ✓ Actual Shelter ✓ Actual Fuel/Utility Costs ✓ Telephone Expenses ✓ Car Expenses ✓ Furniture/Appliance Rental ✓ Cable TV ✓ Tuition ✓ Out-of-Pocket Medical Expenses |
| Actual Income | <input type="text"/> \$ |
| = Difference | <input type="text"/> \$ |

Does Client Receive Contribution Towards Difference ☐ Yes ☐ No

If Yes, From Whom? _____

Based on the information contained in this recertification, make sure you reconsider the category. For PA, especially, consider the following:

- Eligible Child Status
- Essential Persons Status
- Family Assistance Extensions

Category is _____

Documented by _____

NOTES/COMMENTS

NOTICES, ASSIGNMENTS, AUTHORIZATIONS, and CONSENTS

COLLECTION AND USE OF SOCIAL SECURITY NUMBERS – The collection of Social Security Numbers (SSNs) is authorized for each household member with respect to the Supplemental Nutrition Assistance Program (SNAP), pursuant to the Food and Nutrition Act of 2008 (as amended). Anyone applying for SNAP must provide an SSN in order to receive benefits. If you or anyone applying does not have an SSN, that person must apply for an SSN with the Social Security Administration (visit www.SSA.gov or call 1-800-772-1213).

With respect to all other programs for which this recertification form requires an SSN, the collection of SSNs is also mandatory and is authorized under one or more of the following sections of law: Section 205(c) of the Social Security Act (42 U.S. Code 405), Section 1137 of the Social Security Act (42 U.S. Code 1320b-7) and Section 7(a)(2) of the Privacy Act of 1974. See the instruction book (PUB-1313 Statewide) or talk to your social services district if you have questions.

The information we collect will be used to determine whether your household is eligible or continues to be eligible for assistance or benefits. The information will be used to check identity, to verify earned and unearned income, to determine if absent parents can receive health insurance coverage for applicants or recipients, to determine if applicants or recipients can obtain child or spousal support, and to determine if applicants or recipients can receive money or other help. We will verify this information through computer matching programs. This information will also be used to monitor compliance with program regulations and for program management. Besides using the information you give us in this way, the state will use the information to prepare statistics about all of the people receiving benefits from the Home Energy Assistance Program (HEAP) (see below).

This information may be disclosed to other state and federal agencies for official examination and to law enforcement officials for the purpose of apprehending persons fleeing to avoid the law. Information collected with respect to applicants for and recipients of Family Assistance and Safety Net Assistance, including SSNs, may be used to assist in the formation of jury pools. If a SNAP claim arises against your household, the information on this recertification, including all SSNs, may be referred to federal and state agencies, as well as private claims collection agencies, for claims collection action.

SSNs of ineligible household members will also be used and disclosed in the manner above.

Besides using the information you give us in this way, the State also uses the information to prepare statistics about all the people receiving benefits from HEAP. The information is used for quality control by the State to make sure social services districts are doing the best job they can. It is used to verify your energy supplier and to make certain payments to such vendors.

NONDISCRIMINATION NOTICE –In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), religious creed, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity.

New York State additionally prohibits discrimination based on transgender status, gender dysphoria, marital status, military status, domestic violence victim status, pregnancy-related conditions, predisposing genetic characteristics, prior arrest or conviction record, familial status, and retaliation for opposing unlawful discriminatory practices.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office by calling (833) 620-1071, or by writing a letter addressed to USDA. The letter must contain the Complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted by: 1) mail: Food and Nutrition Service, USDA, 1320 Braddock Place, Room 334, Alexandria, VA 22314; 2) fax at (833) 256-1665 or (202) 690-7442; or 3) email: FNSCIVILRIGHTSCOMPLAINTS@usda.gov

For any other information dealing with Supplemental Nutrition Assistance Program (SNAP) issues, persons should either contact the USDA SNAP Hotline Number at (800) 221-5689, which is also available in Spanish, or call the State Information/Hotline Numbers found online at: http://www.fns.usda.gov/snap/contact_info/hotlines.htm.

This institution is an equal opportunity provider.

CONSENT FOR INVESTIGATION – I agree to any investigation to verify or confirm the information I have given in connection with my request for Public Assistance (PA), Medicaid, Supplemental Nutrition Assistance Program (SNAP) benefits, Home Energy Assistance Program benefits, Services or Child Care Assistance. If additional information is requested, I will provide it. I will also cooperate fully with state and federal personnel in any PA and/or SNAP Quality Control Review.

If I am recertifying for SNAP, I understand that the social services district will request and use information available through the Income and Eligibility Verification System to investigate my recertification, and may verify this information through collateral contacts if discrepancies are found. I also understand that such information may affect my eligibility for SNAP and/or the level of SNAP benefits I receive.

CONSENT FOR RELEASE OF CONFIDENTIAL UNEMPLOYMENT INSURANCE INFORMATION – I authorize the New York State Department of Labor (DOL) to release any confidential information maintained by DOL for Unemployment Insurance (UI) purposes to the New York State Office of Temporary and Disability Assistance (OTDA). This information includes UI benefit claims and wage records. I understand that OTDA, along with state and local agency employees working in social services district offices, will use the UI information for establishing or verifying eligibility for, and the amount of, Public Assistance, Medicaid, Supplemental Nutrition Assistance Program benefits, Home Energy Assistance Program benefits or Child Care Assistance, applied for in this application/recertification and for investigations to determine whether I received benefits to which I was not entitled. OTDA may also share the information with the New York State Office of Children and Family Services (OCFS) and the New York State Department of Health (DOH). OCFS will use the information to monitor the Child Care Assistance program.

RELEASE OF INFORMATION TO SERVICE PROVIDERS – I give permission to the social services district and New York State to share information regarding Public Assistance or Supplemental Nutrition Assistance Program benefits that I or any member of my household for whom I can legally give authorization have received, for purposes of verifying my eligibility for services and payment related to program administration provided by a State or local contractor. Such services may include, but are not limited to, job placement or training services provided to help me or members of my household obtain and retain employment.

RELEASE OF EDUCATIONAL RECORDS I give permission to the New York State Department of Health and the social services district to obtain any information regarding the educational records of myself and/or my minor child(ren) for the following purposes: 1) verifying my eligibility for Public Assistance, the Supplemental Nutrition Assistance Program, and/or Medicaid; 2) conducting reviews or investigations that result from conflicting information provided as part of the eligibility process; 3) claiming Medicaid reimbursement for health-related educational services; and 4) providing the appropriate federal government agency with access to this information for the sole purpose of audit.

NEW YORK CITY HOUSING AUTHORITY RESIDENT CONSENT TO SHARE INFORMATION – If you are applying for assistance in New York City, this consent will allow the New York City Housing Authority ("NYCHA") to share information about you with the New York City Human Resources Administration/Department of Social Services (HRA) to help you and your household apply for assistance under the Supplemental Nutrition Assistance Program ("SNAP"), and/or for HRA cash assistance, which may include payment of rental arrears.

If you sign this application below, NYCHA may share with HRA information relevant to your eligibility for, or level of, SNAP and/or cash assistance benefits including your name, address, date of birth, and rent and utility payment information (such as monthly rent amount, rent payment history, rent balance, and appliance fees). Additionally, by signing this application below, you represent that you have the authority to consent on behalf of minor children listed in this application and you authorize NYCHA to share that child's name, address, and date of birth with HRA.

HRA will keep confidential any information that NYCHA shares and may only share the information with the local, state, and federal agencies that oversee HRA's SNAP and cash assistance benefit programs.

CHANGE REPORTING – I agree to inform the agency **promptly** of any change in my needs, residency/address, living arrangements, household size, income, employment, property/resources, dependent care costs, health insurance, non-citizen with satisfactory immigration status/citizenship status, able-bodied adult without dependents (ABAWD) status, pregnancy status or living arrangements, to the best of my knowledge or belief.

If I am applying for Child Care Assistance, I agree to inform the agency **immediately** of any change in family income, who lives in my home, employment, child care arrangements or other changes which may affect my continued eligibility or amount of my benefit.

PENALTIES – Federal and state laws provide for penalties of fine, imprisonment or both if you do not tell the truth when you recertify for Public Assistance, Medicaid, Supplemental Nutrition Assistance Program, Services or Child Care Assistance ("Assistance, Benefits or Services") or at any time when you are questioned about your eligibility, or cause someone else not to tell the truth regarding your recertification or your continuing eligibility. Penalties also apply if you conceal or fail to disclose facts regarding your initial and continuing eligibility for Assistance, Benefits or Services, or if you conceal or fail to disclose facts that would affect the right of someone for whom you have recertified to obtain or continue to receive Assistance, Benefits or Services. If you are an authorized representative, such Assistance, Benefits or Services must be used for the other person and not for yourself. Federal and state laws provide that any transfer of assets for less than fair market value made by an individual or an individual's spouse, within 60 months prior to the first of the month in which the individual is both in receipt of nursing facility services and has submitted an application for Medicaid, may render the individual ineligible for nursing facility services or home and community-based waived services for a period of time. It is unlawful to obtain Assistance, Benefits or Services by concealing information or providing false information.

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM DISQUALIFICATION PENALTIES – Any information you provide in connection with your application for the Supplemental Nutrition Assistance Program (SNAP) will be subject to verification by federal, state and local officials. If any information is incorrect, you may be denied SNAP benefits. You may be subject to criminal prosecution if you knowingly provide incorrect information which affects eligibility or the amount of benefits. Any person convicted of a felony for knowingly using, transferring, acquiring, altering or possessing SNAP authorization cards or access devices may be fined up to \$250,000, imprisoned up to 20 years or both. The individual may also be subject to prosecution under the applicable federal and state laws. Anyone who is violating a condition of probation or parole, or anyone who is fleeing to avoid prosecution, custody or confinement of a felony and is actively being pursued by law enforcement, is not eligible to receive SNAP benefits.

You may be found ineligible for SNAP or found to have committed an Intentional Program Violation (IPV) if you make a false or misleading statement, or misrepresent, conceal or withhold facts, in order to qualify for benefits or receive more benefits; purchase a product with SNAP benefits with the intent of obtaining cash by intentionally discarding the product and returning the container for the deposit amount; or commit or attempt to commit any act that constitutes a violation of federal or state law for the purpose of using, presenting, transferring, acquiring, receiving, possessing or trafficking SNAP benefits, authorization cards or reusable documents used as part of the Electronic Benefit Transfer (EBT) system. Additionally, the following is not allowed and you may be disqualified from receiving SNAP benefits and/or be subject to penalties for actions that include:

- Using SNAP benefits to buy non-food items, such as alcohol or cigarettes;
- Using SNAP benefits to pay for food previously purchased on credit;
- Allowing someone else to use your EBT card in exchange for cash, firearms, ammunition or explosives, or drugs, or to purchase food for individuals who are not members of your SNAP household; or
- Using or having in your possession EBT cards that do not belong to you, without the card owner's consent.

Individuals found to have committed an IPV either through an administrative disqualification hearing or by a federal, State or local court, or have signed either a waiver of right to an administrative disqualification hearing or a disqualification consent agreement in cases referred for prosecution shall be ineligible to participate in SNAP for a period of:

- 12 months for the *first* SNAP IPV;
 - 24 months for the *second* SNAP IPV;
 - 24 months for the *first* SNAP IPV that is based on a court finding that the individual used or received SNAP benefits in a transaction involving the sale of a controlled substance (illegal drugs or certain drugs for which a doctor's prescription is required); or
 - 120 months if the individual is found to have made a fraudulent statement about who they are or where they live in order to get multiple SNAP benefits simultaneously, unless permanently disqualified for a third SNAP IPV.
- Additionally, a court may bar an individual from participating in SNAP for an additional 18 months.

An individual can be permanently disqualified from receiving SNAP benefits for:

- The *first* SNAP IPV based on a court finding that the individual used or received SNAP benefits in a transaction involving the sale of firearms, ammunition or explosives;
- The *first* SNAP IPV based on a court conviction for trafficking SNAP benefits for a combined amount of \$500 or more (trafficking includes the illegal use, transfer, acquisition, alteration or possession of SNAP authorization cards or access devices);
- The *second* SNAP IPV based on a court finding that the individual used or received SNAP benefits in a transaction involving the sale of a controlled substance (illegal drugs or certain drugs for which a doctor's prescription is required); or
- A *third* SNAP IPV.

REQUIREMENT TO REPORT/VERIFY HOUSEHOLD EXPENSES – Your household must report child care and utility expenses in order to get a Supplemental Nutrition Assistance Program (SNAP) deduction for these expenses. Your household must report and verify rent/mortgage payments, property taxes, insurance, medical expenses and child support paid to a non-household member in order to get a SNAP deduction for these expenses. Failure to report/verify the above expenses will be seen as a statement by your household that you do not want to receive a deduction for these unreported/unverified expenses. A deduction for these expenses may make you eligible for SNAP or may increase your SNAP benefits. You may report/verify these expenses at any time in the future. The deduction would then be applied to the calculation of SNAP benefits in future months, in accordance with the rules for change reporting (see Change Reporting, above).

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM AUTHORIZED REPRESENTATIVE – You can authorize someone who knows your household circumstances to recertify for Supplemental Nutrition Assistance Program (SNAP) benefits for you. You can also authorize someone outside your household to get SNAP benefits for you or to use them to buy food for you. If you would like to authorize someone, you must do so in writing. You may authorize someone by printing the person's name, address, and phone number immediately below, and having them sign in the signature section at the end of this recertification. When an Authorized Representative is applying on behalf of a SNAP household that does not reside in an institution, both the Authorized Representative and a responsible adult member of the household must sign and date the signature section at the end of this recertification, unless the SNAP household has otherwise designated the Authorized Representative to do so in writing.

NAME, ADDRESS AND PHONE NUMBER OF AUTHORIZED REPRESENTATIVE (PLEASE PRINT):

STANDARD UTILITY ALLOWANCE – I understand that Public Assistance and Supplemental Nutrition Assistance Program (SNAP) recipients are categorically income eligible for the Home Energy Assistance Program (HEAP). I also understand that if I have not received a HEAP benefit of greater than \$20 in the current month or previous 12 months, or a similar energy assistance benefit, I must pay for heating or air conditioning separately from my rent in order to receive the heating/cooling standard utility allowance (i.e., a deduction) for SNAP. I understand that the State will use my Social Security Number to verify with my home energy vendors the receipt of HEAP. This authorization also includes permission for any of my home energy vendors (including my utility) to release certain statistical information, including but not limited to, my annual electricity usage, electricity cost, fuel consumption, fuel type, annual fuel cost and payment history to the New York State Office of Temporary and Disability Assistance, the local social services district and the United States Department of Health and Human Services for the purposes of Low Income Home Energy Assistance Program performance measurement.

RELEASE OF MEDICAL INFORMATION – I consent to the release of any medical information about me and any members of my family for whom I can give consent by my primary care provider, any other health care provider or the New York State Department of Health (DOH) to my health plan and any health care providers involved in caring for me or my family, as reasonably necessary for my health plan or my providers to carry out treatment, payment, or health care operations; by my health plan and any health care providers to DOH and other authorized federal, state, and local agencies for purposes of administration of Medicaid; and, by my health plan to other persons or organizations, as reasonably necessary for my health plan to carry out treatment, payment, or health care operations. I authorize the release of any health-related information about me and any members of my family for whom I can legally give authorization related to the provision of assistance and services and my ability to participate in work activities, including employment, to the New York State Office of Temporary and Disability Assistance (OTDA), the New York State Office of Children and Family Services or the local social services district, as reasonably necessary for the provision of Public Assistance benefits; for services, including child welfare services; for determining appropriate work activity assignments; for determining the need to apply and for making application for Supplemental Security Income benefits; for establishing appropriate treatment plans for restoring employability; and for determining eligibility for exemptions from the State sixty-month time limit on cash assistance receipt. If I am required to apply for benefits administered by the Social Security Administration, the information specified above may be shared with the Social Security Administration. I also agree that the information released may include HIV, mental health or alcohol and substance abuse information about me and members of my family, to the extent permitted by law, unless a box is checked below. If more than one adult in the family is joining a Medicaid health plan, the signature of each adult applying is necessary for consent to release information. I understand that my ability to consent to the release of information relating to any minor children for whom I may give consent is limited by the extent to which I can obtain information regarding treatment, diagnosis and procedures on their behalf.

_____ Do not disclose HIV/AIDS information _____ Do not disclose drug and alcohol information
_____ Do not disclose mental health information

RELEASE OF INFORMATION TO HEALTH SERVICE PROVIDERS – I give permission to the social services district and the State of New York to share information with health service providers, as designated by the social services district or the State of New York, regarding Public Assistance benefits that I or any member of my household for whom I can legally give authorization have received or are eligible to receive, for the purpose of improving the quality of my healthcare and overall well-being, and to facilitate receipt of additional benefits for which I, or members of my household, may be eligible.

RELEASE OF INFORMATION FOR THE EARLY INTERVENTION PROGRAM – If my child is evaluated for or participates in the New York State Early Intervention Program, I give permission to the social services district and New York State to share my child's Medicaid eligibility information with my county or municipal Early Intervention Program for the purpose of billing Medicaid.

CHILD/TEEN HEALTH PROGRAM – I understand that if my child is on Medicaid, they can get comprehensive primary and preventive care, including all necessary treatment through the Child/Teen Health Program. I can get more information on this program from the social services district.

MEDICARE – I authorize payments under "Medicare" (Part B of Title XVIII, Supplementary Medical Insurance Program) to be made directly to physicians and medical suppliers on any future unpaid bills for medical and other health services furnished to me while I am eligible for Medicaid.

REIMBURSEMENT OF MEDICAL EXPENSES UNDER MEDICAID – I understand that I have a right as part of my Medicaid recertification, or within two years from the date of my application, to request reimbursement of expenses I paid for covered medical care, services, and supplies received during the three-month period prior to the month of my application. I understand that after the date of my application, reimbursement of covered medical care, services, and supplies will only be available if obtained from Medicaid-enrolled providers.

ASSIGNMENT OF INSURANCE/OTHER BENEFITS AND DIRECT PAYMENT – For Public Assistance and Medicaid, I agree to file any claims for health or accident insurance benefits, and to pursue any personal injury claims or any other resources to which I may be entitled, and do hereby assign any such resources to the social services district to whom this recertification is made. In addition, I will assist in making any assigned benefits available to the social services district to whom this recertification is made.

I authorize payments owed to me or members of my household for health or accident insurance benefits to be made directly to the appropriate social services district for medical and other health services furnished while we are eligible for Medicaid.

MEDICAID RECOVERIES – Upon receipt of Medicaid, a lien may be filed and a recovery may be made against your real property under certain circumstances if you are in a medical institution and not expected to return home. MA paid on your behalf may be recovered from persons who had legal responsibility for your support at the time medical services were obtained. MA may also recover the cost of services and premiums incorrectly paid.

I understand that effective April 1, 2014, if I get Medicaid through New York State of Health:

- No lien will be placed on my real property prior to my death.
- Recovery from assets in my estate upon my death is limited to the amount Medicaid paid for the cost of nursing home care, home and community-based services, and related hospital and prescription drug services received on or after my 55th birthday.

PUBLIC ASSISTANCE RECOVERIES – Public Assistance (PA) you receive for yourself and for persons whom you are legally responsible to support is recoverable from money you possess or may acquire. Your tax refunds and portions of lottery winnings may be taken to repay your debt for PA.

AUTHORIZATION TO REPAY PUBLIC ASSISTANCE BENEFITS FROM RETROACTIVE SUPPLEMENTAL SECURITY INCOME – I authorize the Commissioner of the Social Security Administration (SSA) to use my first payment of Supplemental Security Income (SSI); i.e. my retroactive SSI payment) to reimburse the local social services district (SSD) for Public Assistance (PA) the SSD pays me from State or local funds while SSA decides if I am eligible for SSI. SSA will not reimburse the SSD for PA that was paid using any federal funds.

I will be bound by this authorization only if the State gives notice to SSA that I and an SSD representative have signed it. The State must give notice within 30 calendar days of matching my SSI record with my State record. SSA will not accept it after 30 calendar days. Instead, SSA will send me my retroactive SSI payment under SSA rules.

Only my first payment of SSI can be used. If my first payment is larger than the amount owed to the SSD, SSA will send the rest to me under its rules.

SSA can reimburse the SSD in two situations:

- (1) It will repay the SSD if I apply for SSI and SSA finds me eligible.
- (2) It will repay the SSD if my SSI benefits are reinstated after termination or suspension.

SSA will only reimburse the SSD for PA it paid me during the time I am waiting for an SSA determination of eligibility. This is called “interim assistance.” The period begins: 1) with the first month I become eligible for payment of SSI benefits; or 2) on the first day I am reinstated after my SSI was suspended or terminated. The period includes the month SSI payments actually begin. If the SSD cannot stop my last PA payment, the period ends the next month.

No later than 10 days after SSA reimburses the SSD, the SSD must send me a notice telling me the amount of interim assistance paid. The notice will also tell me that SSA will send me a letter telling me how any remaining SSI money owed to me will be sent by SSA and that, if I do not agree with a state decision, how I can appeal the decision to the state.

Under its rules, SSA may use the date I sign this authorization as the date I first become eligible for SSI. It will do this only if I apply for SSI within the next 60 days.

This authorization applies to any SSI application or appeal I now have pending before SSA. This authorization terminates if my SSI case is completely decided. It terminates when SSA first pays me. The State and I can also agree to terminate the authorization. I must sign a new authorization consistent with NYS rules if I reapply for SSI after this authorization terminates, or if I file a new SSI claim while I have an SSI application or appeal pending.

I will be given an opportunity for a fair hearing if I disagree with a decision the SSD made about reimbursement.

I received a copy of the pamphlet called “What You Should Know About Social Services Programs.” I understand what it says about interim assistance.

SUPPORT – Applying for or receiving Family Assistance (FA), Safety Net Assistance (SNA) or Title IV-E foster care operates as an assignment to the State and the social services district of any rights to support from any other person that the applicant or recipient may have in their own right or on behalf of any other family member for whom the applicant or recipient is applying for, or receiving, assistance (Social Services Law, Sections 158 and 348). This assignment is limited in certain situations. Other sections of this recertification contain additional assignments.

ASSIGNMENT OF SUPPORT RIGHTS – I understand that I will be provided with the LDSS-5145 form, “Referral for Child Support Services,” to complete and return to the Child Support Enforcement Unit. Except in situations of domestic violence or other good cause, as a condition of obtaining assistance, I understand that I am required to cooperate with the Child Support Enforcement Unit to locate any noncustodial, alleged, or intended parent; establish legal parentage for each individual under the age of 21 born to unmarried parents; and establish, modify, and/or enforce orders of support. I also understand that I will be provided with the LDSS-4279 form, “Notice of Responsibilities and Rights for Support,” which explains my responsibilities and rights if I do not cooperate with the Child Support Enforcement Unit.

I assign to the state and social services district any rights I have to support from persons having legal responsibility for my support and any rights I have to support on behalf of any family member for whom I am applying for or receiving assistance. Where applying for or receiving Family Assistance or Safety Net Assistance, my assignment of support rights is limited to support which accrues during the period that I and/or any family member receives assistance. However, any support rights that I assigned to the state on behalf of myself or any family member prior to October 1, 2009, continue to be assigned to the state.

HOME ENERGY ASSISTANCE PROGRAM – I understand that by signing this application/certification, I consent to any investigation to verify or confirm the information I have given and other investigation by any authorized government agency in connection with Home Energy Assistance Program (HEAP) benefits. I also consent to allow the information provided on this recertification to be used in referrals to available weatherization assistance programs and my utility company’s low income programs.

I understand that the State will use my Social Security Number to verify with my home energy vendors the receipt of HEAP. This authorization also includes permission for any of my home energy vendors (including my utility) to release certain statistical information, including but not limited to, my annual electricity usage, electricity cost, fuel consumption, fuel type, annual fuel cost and payment history to the New York State Office of Temporary and Disability Assistance, the local social services district and the United States Department of Health and Human Services for the purposes of Low Income Home Energy Assistance Program performance measurement.

SEXUAL ASSAULT INFORMATION – If you are a victim of sexual assault, you have the right to request referral information from the social services district. If you request referral information, the social services district must provide you with the addresses and phone numbers of any: 1) local hospitals offering sexual assault forensic examiner services certified by the NYS Department of Health; 2) local rape crisis centers; and 3) local advocacy, counseling, and hotline services appropriate for victims of sexual assault. In addition, the social services district must provide you with the NYS Hotline for Sexual Assault and Domestic Violence numbers: (800) 942-6906 and (800) 818-0656 (TTY).

CERTIFICATION FOR CHILD CARE ASSISTANCE – If I am applying for Child Care Assistance, I certify that my family resources do not exceed \$1,000,000.

| | | | |
|--|-------------|---|-------------|
| I have read and understand the notices above. I understand and agree to the assignments, authorizations and consents above. I swear and/or affirm under the penalties of perjury that the information I have given or will give to the social services district is complete and correct. | | | |
| APPLICANT SIGNATURE | DATE SIGNED | SPOUSE OR PROTECTIVE REPRESENTATIVE SIGNATURE | DATE SIGNED |
| x | | x | |
| AUTHORIZED REPRESENTATIVE SIGNATURE | DATE SIGNED | | |
| x | | | |

ONLY COMPLETE THE FOLLOWING IF YOU WANT TO CLOSE YOUR CASE FOR ONE OR MORE PROGRAMS.

I REQUEST THAT MY CASE BE CLOSED FOR:

- ☐ Public Assistance ☐ Supplemental Nutrition Assistance Benefits ☐ Medical Assistance

I understand that I may reapply at any time.

Give Reason: _____

Signature x _____ Date _____



NYS Agency-Based Voter Registration Form

"If you are not registered to vote where you live now, would you like to apply to register here today?"

- ☐ **YES** If you checked **YES**, please complete the **VOTER REGISTRATION APPLICATION** below
- ☐ **NO** because I choose not to register **OR**
- ☐ I am already registered at my current address **OR**
- ☐ I asked for and received a mail registration form

If you do not check any box, you will be considered to have decided not to register to vote at this time.

Signature

Date

Please Print Name

Important!

Applying to register or declining to register to vote will not affect the amount of assistance that you will be provided by this agency.

If you would like help filling out the voter registration application form, we will help you. The decision whether to seek or accept help is yours. You may fill out the application form in private.

Información en español: si le interesa obtener este formulario en español, llame al 1-800-367-8683

中文資料: 若您有興趣索取中文資料表格, 請電: 1-800-367-8683

한국어: 한국어 한국어 양식을 원하시면 1-800-367-8683
으로 전화 하십시오.

যদি আপনি এই ফর্মটি ইংরেজিতে পেতে চান তাহলে 1-800-367-8683
নম্বরে ফোন করুন

VOTER REGISTRATION APPLICATION (instructions on back)

☐ Yes, I need an application for an Absentee Ballot

Please print or type in blue or black ink

☐ Yes, I would like to be an Election Day worker

| | | | | | | | | | | |
|----|--|---|---|--|----------------------|--------------------|--|-------------------|----------|--------|
| 1 | Are you a U.S. citizen? <input type="checkbox"/> YES <input type="checkbox"/> NO If you answered NO , do not complete this form | | 2 | A) Will you be 18 years old on or before election day? <input type="checkbox"/> YES <input type="checkbox"/> NO B) Are you at least 16 years of age and understand that you must be 18 years of age on or before election day to vote, and that until you will be eighteen years of age at the time of such election your registration will be marked "pending" and you will be unable to cast a ballot in any election? <input type="checkbox"/> YES <input type="checkbox"/> NO If you answered NO to both of the prior questions, you cannot register to vote. | | For Board Use Only | | | | |
| | Last Name | | | First Name | | | Middle Initial | Suffix | | |
| 3 | Address where you live (do not give P.O. box) | | | | | | Apt. No. | City/Town/Village | Zip Code | County |
| 4 | Address where you get your mail (if different than above) | | | | | | P.O. Box, Star Route, etc. | Post Office | Zip Code | |
| 5 | Date of Birth | 7 | Gender (optional) | 8 | Telephone (optional) | Email (optional) | | | | |
| 10 | The last year you voted | | Your address was (give house number, street and city) | | | 9 | ID Number (Check the applicable box and provide your number) <input type="checkbox"/> New York State DMV number — — — — — <input type="checkbox"/> Last four digits of your Social Security number — — — — <input type="checkbox"/> I do not have a New York State DMV or Social Security number | | | |
| | In county/state | | Under the name (if different from your name now) | | | | | | | |
| 11 | Political Party I wish to enroll in a political party <input type="checkbox"/> Democratic party <input type="checkbox"/> Republican party <input type="checkbox"/> Conservative party <input type="checkbox"/> Working Families party <input type="checkbox"/> Other _____ I do not wish to enroll in any political party and wish to be an independent voter <input type="checkbox"/> No party | | | | | 12 | Affidavit: I swear or affirm that <ul style="list-style-type: none"> I am a citizen of the United States. I will have lived in the county, city or village for at least 30 days before the election. I will meet all requirements to register to vote in New York State. This is my signature or mark on the line below. The above information is true, I understand that if it is not true, I can be convicted and fined up to \$5,000 and/or jailed for up to four years. | | | |
| | | | | | | | Signature or Mark in ink _____ Date _____ / ____ / ____ | | | |

(Optional) Register to donate your organs and tissues

| | | |
|------------|----------------------|---|
| Last Name | | |
| First Name | Middle Initial | Suffix |
| Address | | |
| Apt Number | City/Town/Village | Zip Code |
| Birth Date | Gender | <input type="checkbox"/> M <input type="checkbox"/> F |
| Eye Color | Height | Ft. In. |
| Email | DMV or ID NYC Number | |

By signing below, you certify that you are:

- 16 years of age or older
- Consent to donate all of your organs and tissues for transplantation, research, or both;
- Authorizing the Board of Elections to provide your name and identifying information to NYS Donate Life Registry for enrollment;
- And authorizing the Registry to allow access to this information to federally regulated organ procurement organizations and NYS-licensed tissue and eye banks and others approved by the NYS Commissioner of Health hospitals upon your death.



Signature

Date

Qualifications for Registration

Important!

You Can Use This Form To:

- register to vote in New York State;
- change your name and/or address, if there is a change since you last voted;
- enroll in a political party or change your enrollment;
- pre-register to vote if you are 16 or 17 years of age.

To Register You Must:

- be a U.S. citizen;
- be 18 years old (you may pre-register at 16 or 17 but cannot vote until you are 18);
- be a resident of the County, or of the City of New York at least 30 days before an election;
- not be in prison for a felony conviction;
- not claim the right to vote elsewhere; and
- not found to be incompetent by a court.

If you believe that someone has interfered with your right to register or to decline to register to vote, your right to privacy in deciding whether to register or in applying to register to vote, or your right to choose your own political party or other political preference, you may file a complaint with:

NYS Board of Elections

40 North Pearl St, Suite 5

Albany, NY 12207-2729

Telephone: 1-800-469-6872;

TDD/TTY users contact the New York State Relay at 711;

or visit our web site - www.elections.ny.gov

Your decision to register will remain confidential and will be used only for voter registration purposes. Anyone not choosing to register to vote and/or information regarding the office to which the application was submitted will remain confidential, to be used only for voter registration purposes.

Verifying your identity

We will try to check your identity before Election Day, through the DMV number (driver's license number or non-driver ID number), or the last four digits of your social security number, which you will fill in Box 9.

If you do not have a DMV or Social Security number, you may use a valid photo ID, a current utility bill, bank statement, paycheck, government check or some other government document that shows your name and address. You may include a copy of one of those types of ID with this form.

If we are unable to verify your identity before Election Day, you will be asked for ID when you vote for the first time.

To complete this form:

It is a crime to procure a false registration or to furnish false information to the Board of Elections.

Box 9: You must make one selection. For questions refer to Verifying your identity above.

Box 10: If you have never voted before, write "None". If you can't remember when you last voted, put a question mark (?). If you voted before under a different name, put down that name. If not, write "Same".

Box 11: Check one box only. Political party enrollment is optional but that, in order to vote in a primary election of a political party, a voter must enroll in that political party, unless state party rules allow otherwise.

[illegible]

NEW YORK STATE APPLICATION FOR CERTAIN BENEFITS AND SERVICES

If you are blind or seriously visually impaired and need this application in an alternative format, you may request one from your social services district. For additional information regarding the types of formats available and how you can request an application in an alternative format, see the instruction book for this application (PUB-1301 Statewide), available at www.otda.ny.gov or <https://www.health.ny.gov/>.

If you are blind or seriously visually impaired, would you like to receive written notices in an alternative format? ☐ Yes ☐ No

If yes, check the type of format you would like: ☐ Large Print ☐ Data CD
☐ Audio CD ☐ Braille, if you assert that none of the other
alternative formats will be equally effective for
you

If you require another accommodation, please contact your social services district.

We are committed to assisting and supporting you in a professional and respectful manner. Whenever you see “Public Assistance” or “PA” on the application, it means “Family Assistance” and/or “Safety Net Assistance.” We call both programs “Public Assistance.” **Please refer to the instruction book (PUB-1301 Statewide) and “What You Should Know” Books 1, 2, and 3 (LDSS-4148A, LDSS-4148B, and LDSS-4148C) when completing this application, and contact your social services district with any questions.**

When you see "MA" on the application, it means "Medicaid." You may apply for MA using this application only if you are also applying for Public Assistance or the Supplemental Nutrition Assistance Program at the same time. If you wish to only apply for MA, you can go online at <https://nystateofhealth.ny.gov/> and/or call 1-855-355-5777 for more information or to apply, or you may use the MA-only paper application - Form DOH-4220, which your worker can give you, or call MA help line at 1-800-541-2831. If you want to apply only for the Medicare Savings Program (MSP), you must apply with Form DOH-4328, which your worker can provide to you. If you have an immediate need for personal care services, you should apply for MA separately using the DOH- 4220 MA application form.

PAGE 1

DO NOT WRITE IN THE SHADED AREAS OF THIS APPLICATION

LDSS-2921 Statewide (Rev. 07/23)

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|-------|--------|---|------|--|----------|----------------------------|------|---|----------------|--|--------------------------|--------|----------------------------|----------------------------|-------|--|---|--|--|--|--|--|--|--|--|--|--|
| <div>SECTION 1</div> <div>CHECK EACH PROGRAM YOU OR ANY HOUSEHOLD MEMBER ARE APPLYING FOR</div> | | | | | | | | | | <div><input type="checkbox"/> Public Assistance (PA) <input type="checkbox"/> Child Care in lieu of PA <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) <input type="checkbox"/> Medicaid (MA) and SNAP</div> <div><input type="checkbox"/> Medicaid (MA) and PA <input type="checkbox"/> Services (S), including Foster Care (FC) <input type="checkbox"/> Child Care Assistance (CC) <input type="checkbox"/> Emergency Assistance Only (EMRG)</div> | | | | | | | | | | | | | | | | | | | |
| <div>SECTION 2</div> | | | | | | | | | | | | | | | | | | | | <div>SECTION 5</div> <div>DO ANY OF THESE APPLY TO YOU?</div> <div><div><input type="checkbox"/> Pregnant1</div><div><input type="checkbox"/> Victim of Domestic Violence2</div><div><input type="checkbox"/> Need to Establish Parentage3</div><div><input type="checkbox"/> Need Child Support4</div><div><input type="checkbox"/> Drug/Alcohol Problem5</div><div><input type="checkbox"/> Fuel or Utility Shutoff6</div><div><input type="checkbox"/> No Place to Stay/Homeless7</div><div><input type="checkbox"/> Fire or Other Disaster8</div><div><input type="checkbox"/> Have No Income9</div><div><input type="checkbox"/> Serious Medical Problem10</div><div><input type="checkbox"/> Pending Eviction11</div><div><input type="checkbox"/> No Food12</div><div><input type="checkbox"/> Need Foster Care13</div><div><input type="checkbox"/> Need Child Care14</div><div><input type="checkbox"/> Problems with English15</div><div><input type="checkbox"/> Reasonable Accommodations16</div><div><input type="checkbox"/> Other17</div></div> | | | | | | | | | |
| <div>WHAT IS YOUR PRIMARY LANGUAGE?</div> <div><input type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH <input type="checkbox"/> OTHER (specify) _____</div> | | | | | | | | | | <div>DO YOU WANT TO RECEIVE NOTICES IN:</div> <div><input type="checkbox"/> ENGLISH ONLY <input type="checkbox"/> ENGLISH AND SPANISH</div> | | | | | | | | | | | | | | | | | | | |
| <div>SECTION 3</div> <div>APPLICANT INFORMATION</div> <div>PLEASE PRINT CLEARLY</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FIRST NAME | | | | | M.I. | LAST NAME | | | | | MARITAL STATUS | | | | | PHONE NUMBER () AREA CODE | | | MOBILE NUMBER? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | | | | |
| STREET ADDRESS | | | | | | | APT. NO. | | CITY | | | | | COUNTY | | | STATE | | ZIP CODE | | | | | | | | | | |
| IN CARE OF NAME (COMPLETE IF YOU RECEIVE YOUR MAIL IN CARE OF ANOTHER PERSON) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MAILING ADDRESS (IF DIFFERENT FROM ABOVE) | | | | | | | APT. NO. | | CITY | | | | | COUNTY | | | STATE | | ZIP CODE | | | | | | | | | | |
| HOW LONG HAVE YOU LIVED AT YOUR PRESENT ADDRESS? | | YEARS | MONTHS | IS THIS A SHELTER? <input type="checkbox"/> YES <input type="checkbox"/> NO | | ANOTHER PHONE WHERE YOU CAN BE REACHED | | PHONE NUMBER () AREA CODE | | | | | EMAIL ADDRESS (OPTIONAL) | | | | | | | | | | | | | | | | |
| DIRECTIONS TO CURRENT ADDRESS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FORMER ADDRESS | | | | | | | APT. NO. | | CITY | | | | | COUNTY | | | STATE | | ZIP CODE | | | | | | | | | | |
| IF YOU ARE CURRENTLY WITHOUT A HOME, CHECK HERE <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AGENCY HELPING APPLICANT/CONTACT PERSON | | | | | | | | | | | | | | | PHONE NUMBER () AREA CODE | | | | | | | | | | | | | | |
| DO YOU NEED THE MEDICAID PORTION OF THIS APPLICATION AND THE POTENTIAL RECEIPT OF ANY MEDICAID COVERAGE TO BE KEPT CONFIDENTIAL? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div>SECTION 4 – If You Are Applying For SNAP:</div> <div>You can file an application the day you get it. In order to file a SNAP application, it must have, at minimum, your name, address (if you have one) and signature below. You must complete the application process, including signing the last page of the application and being interviewed. If eligible, you will get SNAP benefits back to the date you filed the application. You must be told, within 30 days of the date you turned in (filed) your application for SNAP benefits, if your application is approved or denied. If your household has little or no income or liquid resources, or if your rent and utility expenses are more than your income and liquid resources, you may be eligible to get SNAP benefits within five calendar days of the date you file. If you are a resident of an institution and are applying for both Supplemental Security Income (SSI) and SNAP benefits prior to leaving the institution, the filing date of the application is the date you leave the institution.</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SNAP APPLICANT/REPRESENTATIVE SIGNATURE | | | | | | | | | | DATE SIGNED | | | | | | | | | | | | | | | | | | | |
| x | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

SECTION 6 – HOUSEHOLD INFORMATION – List everybody who /lives with you, even if they are not applying with you. List yourself on the first line.

Does This Person (Including Minor Children) Buy Food or Prepare Meals with You?

Highest School Grade Completed

| RI | LN | First Name, Middle Initial, Last Name | This person is applying for: | | | | | | | Date of Birth: (mm/dd/yyyy) | Sex: (M/F/X) | Gender Identity (Optional): (Male, Female, Non-Binary, X, Transgender, Different Identity [please describe]) | Relationship to you: | Social Security Number of Applying Household Members (See instruction book, PUB-1301 Statewide, or talk to your social services district) | YES | | |
|----|----|---------------------------------------|------------------------------|------|----|----|----|---|------|--------------------------------|-----------------|---|----------------------|--|-----|--|--|
| | | | PA | SNAP | MA | CC | FC | S | EMRG | | | | | | | | |
| | 01 | | | | | | | | | | | | SELF | | | | |
| | 02 | | | | | | | | | | | | | | | | |
| | 03 | | | | | | | | | | | | | | | | |
| | 04 | | | | | | | | | | | | | | | | |
| | 05 | | | | | | | | | | | | | | | | |
| | 06 | | | | | | | | | | | | | | | | |
| | 07 | | | | | | | | | | | | | | | | |
| | 08 | | | | | | | | | | | | | | | | |

PLEASE LIST MAIDEN OR OTHER NAMES BY WHICH YOU OR ANYONE IN YOUR HOUSEHOLD HAVE BEEN KNOWN

| Line No. | ONC | FIRST NAME | M.I. | LAST NAME |
|----------|-----|------------|------|-----------|
| 1 | | | | |
| 2 | | | | |

| IS ANYONE SANCTIONED? | <input type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, WHO | REASON | END DATE |
|-----------------------|--|-------------|--------|----------|
| | | | | |

NON-APPLICANT INFORMATION

| LN | FIRST NAME | LAST NAME | LEGALLY RESPONSIBLE | | FOR WHOM? | CONTRIBUTION/DEEMED INCOME | CHECK IF MEMBER OF SNAP HOUSEHOLD |
|----|------------|-----------|---------------------|----|-----------|----------------------------|-----------------------------------|
| | | | YES | NO | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

NON-CITIZEN WITH SATISFACTORY IMMIGRATION STATUS INFORMATION**INDIVIDUAL EDUCATION**

| LN | NON-CITIZEN STATUS | STATUS ADJUSTED | | DATE OF ENTRY/STATUS | | | APPLIED FOR CITIZENSHIP | | SPONSORED | | LN | DEGREE RECEIVED | LN | DEGREE RECEIVED |
|----|--------------------|-----------------|----|----------------------|-----|------|-------------------------|----|-----------|----|----|-----------------|----|-----------------|
| | | YES | NO | MONTH | DAY | YEAR | YES | NO | YES | NO | | | | |
| | | | | | | | | | | | 01 | | 05 | |
| | | | | | | | | | | | 02 | | 06 | |
| | | | | | | | | | | | 03 | | 07 | |
| | | | | | | | | | | | 04 | | 08 | |

| | | | | | | | | | | | | | | | | | | | |
|----------------------------------|---|------|---|--------------------------|----------------------|-----------|---|---|--|-----|-----------|---------------|--------------------|---------|----|----|----|--|--|
| LN | SECTION 7 – RACE/ETHNICITY – Providing this information is voluntary. It will not affect the eligibility of the persons applying or the level of benefits received. The reason for requesting this information is to ensure that program benefits are distributed without regard to race, color, or national origin. | | | | | | | CLIENT IDENTIFICATION NUMBER | ENTER APPROPRIATE CODES | | | | | | | | | | |
| | <div><div>H</div><div>I</div><div>A</div><div>B</div><div>P</div><div>W</div><div>U</div></div> <div>HISPANIC OR LATINO NATIVE AMERICAN OR ALASKAN NATIVE ASIAN BLACK OR AFRICAN AMERICAN NATIVE HAWAIIAN OR PACIFIC ISLANDER WHITE UNKNOWN (MA ONLY)</div> | | | | | | | | REL | SSN | SFUI | MS | SI | LA | EM | CI | EL | | |
| | FOR EACH PERSON IN SECTION 6, PLEASE ENTER Y (YES) IF HISPANIC OR LATINO. | | | | | | | | | | | | | | | | | | |
| | FOR EACH PERSON IN SECTION 6, PLEASE ENTER Y (YES) WHERE APPLICABLE FOR RACE. YOU MAY SELECT MORE THAN ONE RACE. | | | | | | | | | | | | | | | | | | |
| | H | I | A | B | P | W | U | | | | | | | | | | | | |
| 01 | | | | | | | | | | | | | | | | | | | |
| 02 | | | | | | | | | | | | | | | | | | | |
| 03 | | | | | | | | | | | | | | | | | | | |
| 04 | | | | | | | | | | | | | | | | | | | |
| 05 | | | | | | | | | | | | | | | | | | | |
| 06 | | | | | | | | | | | | | | | | | | | |
| 07 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| ANTICIPATED FUTURE ACTION | | | | CASE TYPE | RELATED CASE NUMBERS | | | CONSIDER | | | REQUESTED | DOCUMENTATION | | IN FILE | | | | | |
| LINE NO. | CODE | DATE | | | | | | | <div>✓ Relationship</div> <div>✓ Filing Unit</div> <div>✓ Legally Responsible Relative</div> <div>✓ Single Economic Unit</div> <div>✓ SNAP Household Composition</div> <div>✓ SNAP Aged/Disabled Individual</div> <div>✓ Photo ID</div> <div>✓ AFIS (PA Only)</div> <div>✓ CBIC/PIN</div> <div>✓ RFI/OCA</div> <div>✓ Health Insurance</div> | | | | Photo ID | | | | | | |
| | | | | | | | | | | | | | Birth Verification | | | | | | |
| | | | | | | | | | | | | | Marriage License | | | | | | |
| SERVICE ELIGIBILITY PROCESS CODE | | | | | | | | Social Security Card | | | | | | | | | | | |
| | | | | | | | | Code 9 Resolution | | | | | | | | | | | |
| | | | | | | | | Immigration Status | | | | | | | | | | | |
| | | | | | | | | Multi-Suffix/Co-op Case Notice (Single Economic Unit Questionnaire) | | | | | | | | | | | |
| | | | | REFERRALS | | COMPLETED | | | | | | | | | | | | | |
| | | | | Legal | | | | | | | | | | | | | | | |
| | | | | Services | | | | | | | | | | | | | | | |
| | | | | SSA | | | | | | | | | | | | | | | |
| | | | | NYSoH | | | | | | | | | | | | | | | |
| | | | | Chronic Care/SSI-Related | | | | | | | | | | | | | | | |
| | | | | MA-Only | | | | | | | | | | | | | | | |
| | | | | Medicare Savings Program | | | | | | | | | | | | | | | |

Please read this entire page carefully before completing it. If you have questions, see the instruction book (PUB-1301 Statewide) or talk to your social services district.

| SECTION 8 – CITIZENSHIP/NON-CITIZEN WITH SATISFACTORY IMMIGRATION STATUS | SECTION 9 – CERTIFICATION | | | | | | | | |
|--|---|---|-----------|-----------|-----------|--|--|---|--|
| <p>LIST EVERYONE WHO IS APPLYING OR WHO IS REQUIRED TO APPLY.</p> <p>You have to fill out Sections 8 and 9 if you are:</p> <ul style="list-style-type: none"> Applying for Child Care Assistance only, but you need to fill out the information only for the children who would be receiving Child Care Services. Applying for Foster Care only, but you need to fill out the information only for the children who would be receiving Foster Care. Applying for other Services under certain circumstances. | <p>Some social services programs require that you certify that you are a United States citizen, Native American or national of the U.S., or a non-citizen with satisfactory immigration status. Other programs do not.</p> <p>You MUST sign the Certification below only if you are a United States citizen, Native American or national of the United States, or a non-citizen with satisfactory immigration status, and you are applying for:</p> <ul style="list-style-type: none"> Public Assistance, or The Supplemental Nutrition Assistance Program, or Medicaid, or Child Care Assistance (certification is needed for the children only), or Foster Care (certification is needed for the children only), or Other Services under certain circumstances; Emergency Payment Assistance <p>An adult household member or authorized representative may sign for all household members. <u>Example:</u> A parent without a satisfactory non-citizen status may sign for their child with a satisfactory non-citizen status.</p> | | | | | | | | |
| | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:15%;"></th> <th style="width:15%;">NEEDED</th> <th style="width:45%;">REFERRALS</th> <th style="width:25%;">COMPLETED</th> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Systematic Alien Verification for Entitlements (SAVE)</td> <td></td> </tr> </table> | | NEEDED | REFERRALS | COMPLETED | | | Systematic Alien Verification for Entitlements (SAVE) | |
| | NEEDED | REFERRALS | COMPLETED | | | | | | |
| | | Systematic Alien Verification for Entitlements (SAVE) | | | | | | | |

An application for SNAP must list all persons living in the SNAP household. An application for PA must list all children for whom you are applying, their siblings, and all parents of those children who live together. If you do not check whether a listed person is a United States citizen, national of the U.S. or an non-citizen with a satisfactory immigration status, or provide an U.S. Citizenship and Immigration Services (USCIS) number (Alien Registration Number) or a non-citizen number (if applicable), that person will not be given assistance and the remaining members of the household will receive reduced benefits. If you are a Native American, check citizen/national.

SIGN* AND DATE THE BOX BELOW FOR EACH APPLICANT.

In the case of an applying non-citizen with a satisfactory immigration status, check the program(s) for which each applying non-citizen has satisfactory immigration status. (See the instruction book, Pub-1301 Statewide.)

| LN | FIRST NAME | MI | LAST NAME | Check either "CITIZEN / NATIONAL" or "NON-CITIZEN" for each person. | USCIS NUMBER (ALIEN REGISTRATION NUMBER) OR NON-CITIZEN NUMBER (If Applicable) | CERTIFICATION | DATE | P A | S N A P | M A | C C | F C | S | E M R G |
|----|------------|----|-----------|--|--|----------------|------|--------|------------------|--------|--------|--------|---|------------------|
| 01 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL <input type="checkbox"/> NON-CITIZEN | A | Sign Name X | | | | | | | | |
| 02 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL <input type="checkbox"/> NON-CITIZEN | A | Sign Name X | | | | | | | | |
| 03 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL <input type="checkbox"/> NON-CITIZEN | A | Sign Name X | | | | | | | | |
| 04 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL <input type="checkbox"/> NON-CITIZEN | A | Sign Name X | | | | | | | | |
| 05 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL <input type="checkbox"/> NON-CITIZEN | A | Sign Name X | | | | | | | | |
| 06 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL <input type="checkbox"/> NON-CITIZEN | A | Sign Name X | | | | | | | | |
| 07 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL <input type="checkbox"/> NON-CITIZEN | A | Sign Name X | | | | | | | | |
| 08 | | | | <input type="checkbox"/> CITIZEN/ NATIONAL <input type="checkbox"/> NON-CITIZEN | A | Sign Name X | | | | | | | | |

By checking a box above **and** by signing the certification in Section 9, I hereby certify, under penalty of perjury, that I, and/or the person(s) for whom I am signing, am a United States citizen, Native American or national of the United States, or a non-citizen with satisfactory immigration status.

I understand that signing this Certification may result in information about applying members of my household being submitted to the United States Citizenship and Immigration Services for verification of non-citizen status, if applicable.

The use or disclosure of the information above is restricted to persons and organizations directly connected with the verification of citizenship status, and the administration or enforcement of the provisions of the Public Assistance, Supplemental Nutrition Assistance, Medicaid, Child Care Assistance, Foster Care and Services Programs.

*A person who wishes to sign the Certification but cannot write may make an "X" on the line in front of a witness. The witness must sign below.

I witnessed the marks made in lines: _____ Signature of witness: _____ Date Signed: _____

SECTION 10 – INFORMATION REGARDING REFERRAL TO THE CHILD SUPPORT ENFORCEMENT UNIT

If you are applying only for child care assistance, you are not required to pursue child support and do not have to fill out this section. If you are applying for Medicaid in addition to Public Assistance or the Supplemental Nutrition Assistance Program, you may have to help us obtain medical support for yourself and your applying children. Answer the following questions to determine if you need to complete this section. Include yourself, as appropriate:

1. Are you applying for an individual under the age of 21 who was born to unmarried parents and/or for whom legal parentage has not been established? ☐ Yes ☐ No

2. Are you applying for an individual under the age of 21 who has an absent parent (noncustodial parent)? ☐ Yes ☐ No

You do not need to complete this section if you answered “No” to both of these questions. Go to Section 11.

You must complete this section if you answered “Yes” to either or both of these questions. Provide the names of all individuals under the age of 21 for whom you are applying and any information you currently have about those individuals’ noncustodial, alleged, or intended parent(s).

3. Are you under the age of 21? ☐ Yes ☐ No

If you answered “Yes” to this question, provide the following information for your noncustodial, alleged, or intended parent(s):

| REQUESTED | DOCUMENTATION | IN FILE |
|--|---|--|
| | Acknowledgment of Parentage or Paternity | |
| | Child Support Order | |
| | Good Cause Form (LDSS-4279) | |
| | IV-D Attestation (LDSS-4281) | |
| | Death Certificate | |
| | Divorce Decree | |
| | VA Benefits | |
| | Order of Filiation/Paternity/Parentage | |
| | Birth Certificate | |
| NEEDED | REFERRALS | COMPLETED |
| | CTHP | |
| | CAP | |
| | Referral for Child Support Services (LDSS-5145) | |
| | Parentage/Paternity | |
| CONSIDER | | |
| <input checked="" type="checkbox"/> Health Insurance of Non-custodial Parent/Absent Spouse | <input checked="" type="checkbox"/> Child Health Plus | <input checked="" type="checkbox"/> TASA |
| <input checked="" type="checkbox"/> Petition to Family Court | <input checked="" type="checkbox"/> SSI/SSA | |

| NAME OF INDIVIDUAL UNDER AGE 21 | NONCUSTODIAL, ALLEGED, OR INTENDED PARENT'S NAME AND ADDRESS | NONCUSTODIAL, ALLEGED, OR INTENDED PARENT'S DATE OF BIRTH | | | NONCUSTODIAL, ALLEGED, OR INTENDED PARENT'S SOCIAL SECURITY NUMBER |
|---------------------------------|--|---|-----|------|--|
| | | MONTH | DAY | YEAR | |
| A. | | | | | |
| B. | | | | | |
| C. | | | | | |
| D. | | | | | |
| E. | | | | | |

SECTION 11 – TAX FILING/DEPENDENT STATUS - Please select the tax status for each individual living in the household.

| | | | TAX STATUS | | | | | | |
|------------|----------------|-----------|------------|------------------------|-----------------------|--|---|------------------------------------|--------------------------|
| FIRST NAME | MIDDLE INITIAL | LAST NAME | SINGLE | MARRIED FILING JOINTLY | MARRIED FILING SINGLE | HEAD OF HOUSEHOLD (WITH QUALIFYING INDIVIDUAL) | QUALIFYING WIDOW(ER) WITH DEPENDENT CHILD | DEPENDENT AND WILL BE FILING TAXES | WILL NOT BE FILING TAXES |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Tax dependents not living in the household. Please list any tax dependents who do not live with you and are claimed by you or anyone in your household. If you do not file taxes, you can skip this question.

| NAME OF TAX DEPENDENT | | | NAME OF TAX FILER | | |
|-----------------------|----------------|-----------|-------------------|----------------|-----------|
| FIRST NAME | MIDDLE INITIAL | LAST NAME | FIRST NAME | MIDDLE INITIAL | LAST NAME |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

SECTION 12 – ABSENT/DECEASED SPOUSE INFORMATION – If the spouse of anyone applying lives someplace else or is deceased, please indicate below.

| | | | | | |
|---------------------------------|----------------|------------------------|---------------------------------------|---------------------------------|----------|
| NAME OF PERSON APPLYING | NAME OF SPOUSE | DATE OF SPOUSE'S BIRTH | DATE OF SPOUSE'S DEATH, IF APPLICABLE | SPOUSE'S SOCIAL SECURITY NUMBER | |
| SPOUSE'S ADDRESS, IF APPLICABLE | | CITY | COUNTY | STATE | ZIP CODE |

SECTION 13 – ABSENT CHILD INFORMATION – If anyone applying has a child under the age of 21 living someplace else, please indicate below.

| NAME OF PERSON APPLYING | NAME OF ABSENT CHILD | DATE OF BIRTH | ADDRESS OF CHILD (STREET, CITY, COUNTY, STATE, AND ZIP CODE) | LEGAL PARENTAGE ESTABLISHED? | | DO YOU PAY CHILD SUPPORT? | |
|-------------------------|----------------------|---------------|--|------------------------------|----|---------------------------|----|
| | | | | Yes | No | Yes | No |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

SECTION 14 – TEEN PARENT INFORMATION

| SECTION 14 – TEEN PARENT INFORMATION | TEEN PARENT | TEEN PARENT CHILDREN |
|---|--|------------------------------|
| Is there a parent under the age of 18 ("teen parent") in the household? <input type="checkbox"/> Yes <input type="checkbox"/> No Name _____ | LN NO. _____ Marital Status _____ High School Diploma/High School Equivalent? _____ LN NO. _____ Marital Status _____ High School Diploma/High School Equivalent? _____ | LN NO. _____ LN NO. _____ |
| Does the teen parent's child live in the household? <input type="checkbox"/> Yes <input type="checkbox"/> No Name of teen parent's child _____ | | |

| SECTION 15 – INCOME INFORMATION: | | | | | | | | | | | | |
|--|-----|----|-----|--------------------------|-----|--------------------------|----|--------|-------------|--------|--------|--|
| Indicate if you or anyone who lives with you receives money from: | YES | NO | WHO | AMOUNT/VALUE & FREQUENCY | WHO | AMOUNT/VALUE & FREQUENCY | CD | INCOME | | | | |
| | | | | | | | | LN No. | SOURCE CODE | AMOUNT | PERIOD | |
| Unemployment Insurance Benefits 1 | | | | | | | 49 | | | | | |
| Supplemental Security Income (SSI) Benefits (State and Federal Total) 2 | | | | | | | 45 | | | | | |
| Social Security Disability (SSD) Benefits 3 | | | | | | | 42 | | | | | |
| Social Security Dependent Benefits 4 | | | | | | | | | | | | |
| Social Security Survivor's Benefits 5 | | | | | | | 43 | | | | | |
| Social Security Retirement Benefits 6 | | | | | | | 44 | | | | | |
| Railroad Retirement Benefits 7 | | | | | | | 38 | | | | | |
| Retirement Benefits (Pensions) 8 | | | | | | | 39 | | | | | |
| Dividends/Interest from Stocks, Bonds, Savings, etc. 9 | | | | | | | 03 | | | | | |
| Workers' Compensation 10 | | | | | | | 59 | | | | | |
| NYS Disability Benefits 11 | | | | | | | 33 | | | | | |
| Veteran's Pension/Benefits/Aid and Attendance 12 | | | | | | | 55 | | | | | |
| Public Assistance Grant 13 | | | | | | | 37 | | | | | |
| GI Dependency Allotments 14 | | | | | | | 10 | | | | | |
| Education Grants or Loans 15 | | | | | | | | | | | | |
| Contributions/Gifts (Received) 16 | | | | | | | | | | | | |
| Foster Care Maintenance Payments (Received) 17 | | | | | | | | | | | | |
| Child Support Payments (Received) Received From: 18 | | | | | | | 06 | | | | | |
| Spousal Support (Received) 19 | | | | | | | 02 | | | | | |
| Private Disability Insurance - Health/Accident Insurance Policy Income 20 | | | | | | | | | | | | |
| No-Fault Insurance Benefits 21 | | | | | | | 50 | | | | | |
| Union Benefits (including Strike Benefits) 22 | | | | | | | | | | | | |
| Loans, Other than Education (Received) 23 | | | | | | | | | | | | |
| Income from a Trust (including income you are currently entitled to receive, or were entitled to receive in the past, that has not been distributed) 24 | | | | | | | | | | | | |
| Training Allotments/Stipends 25 | | | | | | | 31 | | | | | |
| Rental Income (Received) 26 | | | | | | | 14 | | | | | |
| Boarders/Lodgers Income (Received) 27 | | | | | | | | | | | | |
| Other Income | | | | | | | | | | | | |
| (Please Specify) | | | | | | | | | | | | |

CONSIDER

- ✓ Child Support Disregard/Pass-Through
☐ Explained ☐ Budgeted
- ✓ SNAP Aged/Disabled Indicator
- ✓ Disability Review
- ✓ Reception and Placement Grant (SNAP Only)
- ✓ Refugee Matching Grant

If you are applying for Medicaid, please complete the following section:

Deductions: Certain types of Medicaid budgeting allow applicants/recipients to reduce their countable income with deductions that they take on their federal taxes. These are specific expenses that the Internal Revenue Service (IRS) allows people to deduct to reduce their taxable income. Only record deductions here if you will claim them on the current year's tax return.

| | YES | NO | WHO | AMOUNT/VALUE & FREQUENCY | WHO | AMOUNT/VALUE & FREQUENCY |
|---|-----|----|-----|--------------------------|-----|--------------------------|
| Educator expenses | 1 | | | | | |
| Individual Retirement Account (IRA) deduction | 2 | | | | | |
| Student loan interest deduction | 3 | | | | | |
| Tuition and fees | 4 | | | | | |
| Certain business expenses (reservists, artists, fee-based government officials) | 5 | | | | | |
| Health savings account deduction | 6 | | | | | |
| Job-related moving expenses | 7 | | | | | |
| Deductible part of self-employment (S/E) tax | 8 | | | | | |
| S/E, SIMPLE & qualified plans | 9 | | | | | |
| S/E health insurance deduction | 10 | | | | | |
| Penalty on early withdrawal of savings | 11 | | | | | |
| Alimony paid | 12 | | | | | |
| Domestic production activities deduction | 13 | | | | | |
| Additional adjustments added on line 36 (IRS Form 1040 only) | 14 | | | | | |
| Archer MSA deduction | 15 | | | | | |
| Other Adjustment (Please Specify) | | | | | | |
| | | | | | | |

SECTION 16 – STEPPARENT/NON-CITIZEN WITH SATISFACTORY IMMIGRATION STATUS SPONSOR INFORMATION

Answer all questions listed below.

| | YES | NO | | WHO? |
|---|-----|------------|--|------|
| Does the stepparent of any children who live with you have any resources or receive income of any kind? | | | | |
| Is anyone in your household a non-citizen with satisfactory immigration status who was sponsored for admission into the U.S.? | | | | |
| NAME OF SPONSOR: | | PHONE NO.: | | |
| <div>ADDRESS:</div> | | | | |

| NEEDED | REFERRAL | COMPLETED |
|--------|----------|-----------|
| | UIB | |
| | | |
| | | |

SECTION 17 – EMPLOYMENT INFORMATION

I am currently: ☐ employed ☐ self-employed ☐ unemployed

Gross Income \$ _____ Hours Worked Monthly _____

(Include wages, salary, overtime pay, commissions, and tips)

Paid: ☐ Weekly ☐ Biweekly ☐ Monthly Day of the week paid: _____

Employer's Name and Address:

Phone No. _____

Is anyone else who lives with you currently: ☐ employed ☐ self-employed

Who: _____

Gross Income \$ _____ Hours Worked Monthly _____

Paid: ☐ Weekly ☐ Biweekly ☐ Monthly Day of the week paid: _____ 2

Employer's Name and Address:

Phone No. _____

Is health insurance available through your employer? ☐ Yes ☐ No

Does anyone who lives with you have health insurance with an employer? ☐ Yes ☐ No

Who: _____

Name of Insurance Company: _____

Do you or anyone who lives with you have child or dependent care expenses due to employment? ☐ Yes ☐ No

Who: _____

Do you or anyone who lives with you have other employment-related expenses? ☐ Yes ☐ No

Who: _____

| REQUESTED | DOCUMENTATION | IN FILE |
|-----------|--|---------|
| | CINTRAK/RFI/IRCS | |
| | 1099 | |
| | Employment Verification | |
| | Income Tax Return | |
| | Self-Employment Worksheet | |
| | Wage Stubs | |
| | Work Registration Form | |
| | Dependent/Child Care Form/Statement | |
| | Approval of Informal Child Care Provider | |

| NEEDED | REFERRALS | COMPLETED | CONSIDER |
|--------|-------------------------|-----------|--|
| | CAP | | ✓ Limited English Proficiency |
| | Disability | | ✓ Earned Income Tax Credit (see PUB-4786) |
| | Employment | | ✓ Explaining Periodic Reporting Requirements |
| | TPHI/COBRA | | ✓ Net Loss of Cash Income |
| | UIB | | ✓ P.A.S.S. Income Amount and Sources |
| | Workers' Compensation | | ✓ Employment Sanctions |
| | Drug/Alcohol | | ✓ Temporary Employment |
| | Domestic Violence | | ✓ Disability Review |
| | Refugee Cash Assistance | | ✓ Individual Development Account (IDA) |
| | | | ✓ Voluntary Quit |

SECTION 17 – EMPLOYMENT INFORMATION (CONTINUED)

If not employed, when was the last time you or anyone who lives with you worked?

Who: _____ When: _____

Where: _____

Why did you (or they) stop working? _____

6

Did you or anyone living with you file for unemployment? ☐ Yes ☐ No

If yes, who? _____ When?: _____

Status of filing: ☐ Approved ☐ Denied ☐ Pending

Are you or is anyone who lives with you participating in a strike? ☐ Yes ☐ No

Who: _____

When the strike began: _____

7

Are you or is anyone who lives with you a migrant or seasonal farm worker? ☐ Yes ☐ No

Who: _____

8

Do you or any other adult who lives with you have any medical conditions that limit the ability to work or the type of work that can be performed? ☐ Yes ☐ No

Who: _____

Describe Limitations: _____

9

Could you accept a job today? ☐ Yes ☐ No

If not, why? _____

What type of work would you like to do? _____

11

[illegible]

SECTION 18 – EDUCATION/TRAINING

What is your highest level of education completed?
___ Less than high school diploma
 If so, last grade completed? ____
___ Completion of an Individualized Education Plan (IEP)
___ High school diploma or General Equivalency Diploma (GED) or Test Assessing Secondary Completion (TASC™)
___ Associate’s Degree (2-year college degree)
___ Bachelor’s Degree (4-year college degree) or higher

Does anyone else in the household have a high school diploma, General Equivalency Diploma (GED) or Test Assessing Secondary Completion (TASC™), or higher level of education?
If yes, who: _____
Degree attained: _____
Date completed: _____

Indicate if you or anyone who lives with you who is applying for or getting assistance:

Is or has been in any training program? _____
Who _____
Where _____
Program _____
Dates attended _____
Dates completed _____

Is 16 years of age or older and is attending school or college?
Who _____
Where _____

Is under 16 years of age and is attending school?
Who _____
School _____
Who _____
School _____

1

2

3

4

5

| REQUESTED | DOCUMENTATION | IN FILE |
|-----------|--|---------|
| | School Attendance Verification (LDSS-3708) | |
| | Educational Grant Worksheet | |
| | Child Care Statement | |

| NEEDED | REFERRALS | COMPLETED |
|--------|---------------------|-----------|
| | Supportive Services | |
| | | |

| CONSIDER | YES | NO |
|--|--------------------------|--------------------------|
| Does anyone 18 through 49 who is attending college half-time or more meet the SNAP student eligibility requirement? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does anyone pay for child or dependent care to attend school or training? | <input type="checkbox"/> | <input type="checkbox"/> |
| Is there a 16-19 year-old parent who does not have a high school or equivalency diploma and who is not attending school? | <input type="checkbox"/> | <input type="checkbox"/> |
| Is anyone in training? | <input type="checkbox"/> | <input type="checkbox"/> |
| Are any other supportive services appropriate? | <input type="checkbox"/> | <input type="checkbox"/> |
| Are there any training related expenses? | <input type="checkbox"/> | <input type="checkbox"/> |

SECTION 19 – RESOURCES INFORMATION

| Indicate if you or anyone who lives with you who is applying: | YES | NO | WHO | AMOUNT/VALUE | WHO | AMOUNT/VALUE |
|---|-----|----|-----|--------------|-----|--------------|
| Has cash available 1 | | | | | | |
| Has a checking account(s) 2 | | | | | | |
| Has a savings account(s) or certificate(s) of deposit 3 | | | | | | |
| Has a credit union account(s) 4 | | | | | | |
| Has life insurance 5 | | | | | | |
| Has title or registration to a motor vehicle(s) or other vehicle(s): Year _____ Make/Model _____ Year _____ Make/Model _____ Other _____ 6 | | | | | | |
| Has stocks, bonds, certificates or mutual funds 7 | | | | | | |
| Has savings bonds 8 | | | | | | |
| Has an IRA, Keogh, 401(k) or deferred compensation account(s) 9 | | | | | | |
| Has an irrevocable burial trust 10 | | | | | | |
| Has a burial fund 11 | | | | | | |
| Has a burial space 12 | | | | | | |
| Has their own home 13 | | | | | | |
| Has real estate, including income-producing and non-income-producing property 14 | | | | | | |
| Is eligible for an income tax refund 15 | | | | | | |
| Has an annuity 16 | | | | | | |
| Is the beneficiary of a trust 17 | | | | | | |
| Expects to receive a trust fund, lawsuit settlement, inheritance or income from any other sources 18 | | | | | | |
| Has an "in trust" account(s) 19 | | | | | | |
| Has a safe deposit box(es) 20 | | | | | | |
| Has resources other than those listed above 21 | | | | | | |
| Has anyone (including your spouse, even if not applying or living with you) given away any cash, or sold/transferred any real estate, income or personal property in the past 36 months? 22 | | | | | | |
| Has anyone (including your spouse, even if not applying or living with you) ever created a trust in the past or transferred any assets to a trust within the past 60 months? If yes, when? _____ 23 | | | | | | |

| NEEDED | REFERRAL | COMPLETED |
|--------|----------|-----------|
| | Legal | |
| | Resource | |
| | | |
| | | |

| LIFE INSURANCE | |
|----------------|------------|
| FACE AMOUNT | CASH VALUE |
| | |
| | |
| | |
| | |

| REQUESTED | DOCUMENTATION | IN FILE |
|-----------|---|---------|
| | Resource Checklist | |
| | Market Value | |
| | DMV Clearance | |
| | Bank Statement | |
| | Assignment of Proceeds | |
| | Car/Vehicle Title | |
| | Car/Vehicle Registration (Older Models) | |
| | Bank Clearance | |
| | RFI/OCA | |
| | 1099 | |

| CONSIDER | |
|----------|--------------------------------------|
| ✓ | Children's Resources |
| ✓ | Lump Sum |
| ✓ | Boats, Campers, Snowmobiles |
| ✓ | Individual Development Account (IDA) |
| ✓ | Exempt Vehicles |

VEHICLE INFORMATION

| YR. | MAKE | MODEL | OWNER'S NAME | AMOUNT OWED | NADA VALUE | EXEMPT | | LIEN HOLDER | ACCOUNT NO. |
|-----|------|-------|--------------|-------------|------------|--------|----|-------------|-------------|
| | | | | | | YES* | NO | | |
| | | | | \$ | \$ | | | | |
| | | | | \$ | \$ | | | | |

*IF EXEMPT, WHY?

DO NOT WRITE IN THE SHADED AREAS OF THIS APPLICATION

LDSS-2921 Statewide (Rev. 07/23)

| SECTION 20 – MEDICAL INFORMATION | | | | REQUESTED | DOCUMENTATION | IN FILE |
|--|-----|----|-------------|--|--|---------|
| Indicate if you or anyone who lives with you who is applying: | YES | NO | IF YES, WHO | | Pregnancy Statement | |
| Has any medical bills or medically-related expenses 1 | | | | | Med/Psych Statement | |
| Is on Medicaid with a spend-down 2 | | | | | Drug/Alcohol Screening (LDSS-4571) | |
| Has health or hospital/accident insurance (including insurance from employer) 3 | | | | POLICY NO.: | Drug/Alcohol Statement | |
| Has health insurance available through an employer 4 | | | | AMOUNT: | Paid or Unpaid Medical Bills | |
| Has Medicare (red, white, and blue card) 5 | | | | FREQUENCY OF PAYMENT: | SSI Application Verification (PA ONLY) | |
| Has a health attendant/home health aide 6 | | | | INSURANCE COMPANY NAME: | CONSIDER | |
| Is blind, sick or disabled 7 | | | | WHO IS COVERED: | <input checked="" type="checkbox"/> AD/SSI Related <input checked="" type="checkbox"/> SNAP Aged/Disabled Indicator <input checked="" type="checkbox"/> SNAP Medical Deduction <input checked="" type="checkbox"/> TPHI Reimbursement <input checked="" type="checkbox"/> Buy-In Eligibility <input checked="" type="checkbox"/> Kreiger (LDSS-3664) <input checked="" type="checkbox"/> Domestic Violence <input checked="" type="checkbox"/> SSI Referral <input checked="" type="checkbox"/> Earned Income Credit | |
| Is a child with a developmental disability 8 | | | | EFFECTIVE DATE: | NEEDED REFERRALS COMPLETED | |
| Is in a hospital, nursing home or other medical institution 9 | | | | Is the answer to question 7 in this section consistent with Section 17 asking if the applicant or any other adult who lives in the household have any medical conditions that limit their ability to work or the type of work that they can perform? | SSI (D-CAP) | |
| Has paid or unpaid medical bills within 3 months preceding the month of this application 10 | | | | | Disability Interview (LDSS-1151) | |
| Is or was drug or alcohol dependent 11 | | | | | Medical Report (LDSS-486, 486t) | |
| Needs home care/personal care 12 | | | | | Disability Report | |
| Is on SSI or has ever applied for SSI 13 | | | | | AD | |
| Is pregnant 14 | | | | | TPHI | |
| If pregnant, due date: _____ | | | | | ACCES-VR | |
| Expected number of births: _____ | | | | | CTHP | |
| Receives treatment from a drug abuse or alcohol treatment program 15 | | | | | Family Planning | |
| Has not been able to work for at least 12 months because of a disability or illness 16 | | | | | SSA (RSDI) | |
| Has daily activity limited because of a disability or illness that has lasted or will last at least 12 months 17 | | | | | Veteran's Benefits | |
| Has been in a car accident or work-related accident in the past two years 18 | | | | | Veteran's Counseling | |
| Has had a government agency (public program) besides Medicaid or Medicare pay any of your medical bills 19 | | | | | Child Health Plus | |
| If yes, what agency _____ | | | | | COBRA Eligibility | |
| Will billing any other health insurance cause harm to your physical or emotional health or safety, and/or will it interfere with the privacy and confidentiality of your application for or receipt of Medicaid? 20 | | | | | Nurse's Aide Service | |
| | | | | | Home Care | |
| | | | | | NYSOH | |
| | | | | | MA-Only (DOH-4220) | |
| | | | | | SSI-Related/Chronic Care (DOH-4220 with Supplement A) | |
| | | | | | LDSS-4526 or local equivalent | |

| | | | | | | | | | |
|---|--|--|--|--|--|--|--|--------------------------|--------------------------|
| | | | | | | | | | |
| | | | | | | | | | |
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| | | | | | | | | | |
| | | | | | | | | | |
| HEALTH PLAN SELECTION | | | | | | | | | |
| Most people enrolled in Medicaid are required to join a managed care health plan unless they are in an exempt category. Use this section to choose a health plan. If you do not know what health plans are available, ask your worker or call 1-800-505-5678. | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |

SECTION 21 – SHELTER

WHAT IS YOUR LANDLORD'S NAME?

WHAT IS YOUR LANDLORD'S ADDRESS?

WHAT IS YOUR LANDLORD'S PHONE NUMBER?

()

| | YES | NO | IF YES, AMOUNT |
|--|-----|----|----------------|
| Do you or anyone who lives with you have a rent, mortgage or other shelter expense? | | | \$ |
| Do you or anyone who lives with you have a heat bill separate from your rent or other shelter expense? | | | \$ |

| COSTS | | ACTUAL COST |
|--------------------------------------|--|-------------|
| A. Room and Board | | |
| B. Rent | | |
| C. Trailer Lot Rent | | |
| D. Mortgage Payment | | |
| 1. | Principal | |
| 2. | Interest | |
| 3. | Property Tax (including School Tax) | |
| 4. | Homeowner's Insurance (incl. Fire Insurance) | |
| 5. | Taxes Included in Mortgage (Escrow Payment) | |
| 6. | Assessments (Sewer, etc.) | |
| E. Total Mortgage Payment (Line 1-6) | | |
| TOTAL (Lines A - E) | | |

| REQUESTED | DOCUMENTATION | IN FILE |
|---|--|---------|
| | Landlord Statement | |
| | Rent Receipt | |
| | Tenant of Record | |
| | Customer of Record | |
| | Voluntary Restrict | |
| | Mandatory Restrict | |
| | Subsidized Housing | |
| | Mortgage/Title Search | |
| | Section 8 Lease or Statement from Section 8 Office | |
| | Property Lien | |
| | Shelter/Utility Repayment Agreement | |
| CONSIDER | | |
| <ul style="list-style-type: none"> ✓ Utility and/or Fuel Restrict ✓ Utility Guarantee ✓ HEAP ✓ Subsidized Housing May Show Total Rent, NOT Client Amount ✓ Foster Care-Related Additional Allowances ✓ SNAP Household Composition Rules ✓ SNAP Aged/Disabled Indicator ✓ Real Property Tax Credit ✓ AIDS/HIV Emergency Shelter Allowance ✓ Property Lien ✓ If Shelter Expenses/Living Quarters Are Shared by More than One Household | | |

| SECTION 21 – SHELTER (CONTINUED) | | | |
|---|-----|----|----------------|
| Do you or anyone who lives with you have the following expenses separate from your rent or other shelter expense? | YES | NO | IF YES, AMOUNT |
| Electricity (for needs other than heat; example: lights, cooking, hot water, etc.) 1 | | | \$ |
| Natural Gas (for needs other than heat; example: cooking, hot water, etc.) 2 | | | \$ |
| Water 3 | | | \$ |
| Air Conditioning 4 | | | \$ |
| Propane (for needs other than heat) 5 | | | \$ |
| Sewer 6 | | | \$ |
| Trash 7 | | | \$ |
| Other Utilities and Expenses 8 Specify _____ | | | \$ |
| Do you live in public housing? 9 | | | |
| Do you live in Section 8, HUD, or other subsidized housing? 10 | | | |
| Do you live in a drug/alcohol treatment facility? 11 | | | |

| MONTHLY EXPENSES | MONTHLY ACTUAL COST | NAME OF DEALER | ACCOUNT NUMBER | (CUSTOMER OF RECORD) | WHO IS THE TENANT OF RECORD? |
|---|---------------------|----------------|----------------|----------------------|------------------------------|
| A. Heat* | | | | | |
| B. Electricity (for cooking, lights, hot water) | | | | | |
| C. Gas (for cooking, hot water) | | | | | |
| D. Liquid Propane Gas | | | | | |
| E. Other Utilities or Expenses | | | | | |
| F. Air Conditioning | | | | | |
| G. Utility Installation Fees | | | | | |
| H. Sewer | | | | | |
| I. Trash | | | | | |
| J. Water | | | | | |

*Check Primary Heat Type:

☐ Natural Gas

☐ Oil

☐ PSC Electric

☐ Coal

☐ Other _____

☐ Kerosene

☐ Propane

☐ Municipal Electric

☐ Wood

| ADDITIONAL INFORMATION | | | |
|--|--|----|----------------|
| SECTION 22 – OTHER EXPENSES | | | |
| Indicate if you or anyone who lives with you who is applying: | YES | NO | IF YES, AMOUNT |
| Pays child support 1 | | | \$ |
| Pays spousal support 2 | | | \$ |
| Pays for child care 3 | | | \$ |
| Pays for dependent care 4 | | | \$ |
| Pays tuition, fees, or other educational expenses 5 | | | \$ |
| Has additional expenses (Example: car payment, car insurance payment, credit card payments, other loan payments, etc.) Specify: _____ 6 | | | \$ |
| Do you or anyone who lives with you who is applying owe at least four months of support for a child under the age of 21? 7 | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |

| | | | | |
|----------------|-------------------|----|------------------|----|
| HOW OFTEN PAID | LEGALLY OBLIGATED | | CHILD IN SNAP HH | |
| | YES | NO | YES | NO |

| SECTION 23 – OTHER INFORMATION | | | | | | OTHER INFORMATION (CONT.) | | | YES | NO | WHO | | |
|--|--------------------|-------------------|------------------------------|-----------------------------|----------------|--|---|--|-----|----|--------------------------------|---------|--|
| Do you buy or plan to buy meals from a home delivery or communal dining service? | | 8 | <input type="checkbox"/> YES | <input type="checkbox"/> NO | | | Have you or anyone who lives with you who is applying moved into this county from another New York State county within the past two months? | | | | | | |
| Are you able to cook or prepare meals at home? | | 9 | <input type="checkbox"/> YES | <input type="checkbox"/> NO | VETERAN STATUS | VETERAN CODE | | | | | | | |
| Have you or anyone in your household ever been in the U.S. military? Who? _____ | | 10 | <input type="checkbox"/> YES | <input type="checkbox"/> NO | | | Have you or anyone who lives with you ever been found guilty of and/or been disqualified for Public Assistance and/or the Supplemental Nutrition Assistance Program (SNAP) because of fraud/an Intentional Program Violation? | | | | | | |
| Has your spouse ever been in the U.S. military? | | 11 | <input type="checkbox"/> YES | <input type="checkbox"/> NO | | | Have you or anyone who lives with you received benefits for which they were not entitled, which have not been fully repaid to this or another agency? | | | | | | |
| Is anyone in your household a dependent of someone who is or was in the U.S. military? Who? _____ | | 12 | <input type="checkbox"/> YES | <input type="checkbox"/> NO | | | Have you or any member of your household been convicted of making a fraudulent statement or representation of residence in order to receive Public Assistance in two or more states? | | | | | | |
| Do you or does anyone who lives with you receive assistance or services <i>now</i> ? <input type="checkbox"/> YES <input type="checkbox"/> NO 13 | | | | | | Have you or any member of your household been convicted of fraudulently receiving duplicate SNAP benefits in any state after September 22, 1996? | | | | | | | |
| IF YES, WHO | TYPE OF ASSISTANCE | LOCATION RECEIVED | DATES RECEIVED | | | | | Have you or any member of your household been convicted of buying or selling SNAP benefits for a combined amount of over \$500 or more after September 22, 1996? | | | | | |
| | | | | | | | | Have you or any member of your household been convicted of trading SNAP benefits for firearms, ammunition or explosives, or drugs? | | | | | |
| | | | | | | | | Are you or any member of your household fleeing to avoid prosecution, custody or confinement after conviction of a felony or attempted felony and actively being pursued by law enforcement? | | | | | |
| Have you or anyone who lives with you received assistance or services <i>in the past</i> ? <input type="checkbox"/> YES <input type="checkbox"/> NO 14 | | | | | | Are you or any member of your household violating probation or parole according to a court order? | | | | | | | |
| IF YES, WHO (Please list all previous names) | TYPE OF ASSISTANCE | LOCATION RECEIVED | DATES RECEIVED | | | | | PROPERTY TRANSFER STATUS | | | | | |
| | | | | | | | | I have <input type="checkbox"/> I have not <input type="checkbox"/> sold, transferred or given away any of my property to anyone to get Public Assistance or SNAP benefits. | | | | | |
| | | | | | | | | REQUESTED | | | DOCUMENTATION | IN FILE | |
| | | | | | | | | | | | Educational Grant Worksheet | | |
| | | | | | | | | | | | Child/Dependent Care Statement | | |
| | | | | | | | | | | | Recoupments | | |
| | | | | | | | | | | | Outstanding Overpayment | | |
| | | | | | | | | | | | Pending Disqualification | | |
| | | | | | | | | | | | | | |

| | | | | |
|--|--|---|---|--|
| GRANT), EXPLORE HOW THE HOUSEHOLD IS MEETING ITS OBLIGATIONS. | | | EMERGENCY CASH ASSISTANCE | |
| <div><div></div><div></div><div></div></div> <div>Does Client Receive Contribution Towards Difference</div> <div><div><div></div></div><div></div></div> <div>If Yes, From Whom?</div> <div></div> | | <div>CONSIDER</div> <div><div>✓</div>Actual Expenses, including: shelter, fuel/utility costs, telephone costs, etc.</div> <div><div>✓</div>Actual Shelter</div> <div><div>✓</div>Actual Fuel/Utility Costs</div> <div><div>✓</div>Telephone Expenses</div> <div><div>✓</div>Car Expenses</div> <div><div>✓</div>Furniture/Appliance Rental</div> <div><div>✓</div>Cable TV</div> <div><div>✓</div>Tuition</div> <div><div>✓</div>Out-of-Pocket Medical Expenses</div> | <div>Is there an immediate need? If not, why not?</div> <div></div> | |

NOTES/COMMENTS

NOTICES, ASSIGNMENTS, AUTHORIZATIONS, and CONSENTS

COLLECTION AND USE OF SOCIAL SECURITY NUMBERS – The collection of Social Security Numbers (SSNs) is authorized for each household member with respect to the Supplemental Nutrition Assistance Program (SNAP), pursuant to the Food and Nutrition Act of 2008 (as amended). Anyone applying for SNAP must provide an SSN in order to receive benefits. If you or anyone applying does not have an SSN, that person must apply for an SSN with the Social Security Administration (visit www.SSA.gov or call 1-800-772-1213).

With respect to all other programs for which this application form requires an SSN, the collection of SSNs is also mandatory and is authorized under one or more of the following sections of law: Section 205(c) of the Social Security Act (42 U.S. Code 405), Section 1137 of the Social Security Act (42 U.S. Code 1320b-7) and Section 7(a)(2) of the Privacy Act of 1974. See the instruction book (PUB-1301 Statewide) or talk to your social services district if you have questions.

The information we collect will be used to determine whether your household is eligible or continues to be eligible for assistance or benefits. The information will be used to check identity, to verify earned and unearned income, to determine if absent parents can receive health insurance coverage for applicants or recipients, to determine if applicants or recipients can obtain child or spousal support, and to determine if applicants or recipients can receive money or other help. We will verify this information through computer matching programs. This information will also be used to monitor compliance with program regulations and for program management. Besides using the information you give us in this way, the state will use the information to prepare statistics about all of the people receiving benefits from the Home Energy Assistance Program (HEAP) (see below).

This information may be disclosed to other state and federal agencies for official examination and to law enforcement officials for the purpose of apprehending persons fleeing to avoid the law. Information collected with respect to applicants for and recipients of Family Assistance and Safety Net Assistance, including SSNs, may be used to assist in the formation of jury pools. If a SNAP claim arises against your household, the information on this application, including all SSNs, may be referred to federal and state agencies, as well as private claims collection agencies, for claims collection action.

SSNs of ineligible household members will also be used and disclosed in the manner above.

Besides using the information you give us in this way, the State also uses the information to prepare statistics about all the people receiving benefits from HEAP. The information is used for quality control by the State to make sure social services districts are doing the best job they can. It is used to verify your energy supplier and to make certain payments to such vendors.

NONDISCRIMINATION NOTICE – In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), religious creed, disability, age, political beliefs or reprisal or retaliation for prior civil rights activity.

New York State additionally prohibits discrimination based on transgender status, gender dysphoria, marital status, military status, domestic violence victim status, pregnancy-related conditions, predisposing genetic characteristics, prior arrest or conviction record, familial status, and retaliation for opposing unlawful discriminatory practices.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office by calling (833) 620-1071, or by writing a letter addressed to USDA. The letter must contain the Complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted by: 1) mail: Food and Nutrition Service, USDA, 1320 Braddock Place, Room 334, Alexandria, VA 22314; 2) fax at (833) 256-1665 or (202) 690-7442; or 3) email: FNSCIVILRIGHTSCOMPLAINTS@usda.gov

For any other information dealing with Supplemental Nutrition Assistance Program (SNAP) issues, persons should either contact the USDA SNAP Hotline Number at (800) 221-5689, which is also available in Spanish, or call the State Information/Hotline Numbers found online at: http://www.fns.usda.gov/snap/contact_info/hotlines.htm.

This institution is an equal opportunity provider.

CONSENT FOR INVESTIGATION – I agree to any investigation to verify or confirm the information I have given in connection with my request for Public Assistance (PA), Medicaid, Supplemental Nutrition Assistance Program (SNAP) benefits, Home Energy Assistance Program benefits, Services or Child Care Assistance. If additional information is requested, I will provide it. I will also cooperate fully with state and federal personnel in any PA and/or SNAP Quality Control Review.

If I am applying for SNAP, I understand that the social services district will request and use information available through the Income and Eligibility Verification System to investigate my application, and may verify this information through collateral contacts if discrepancies are found. I also understand that such information may affect my eligibility for SNAP and/or the level of SNAP benefits I receive.

CONSENT FOR RELEASE OF CONFIDENTIAL UNEMPLOYMENT INSURANCE INFORMATION – I authorize the New York State Department of Labor (DOL) to release any confidential information maintained by DOL for Unemployment Insurance (UI) purposes to the New York State Office of Temporary and Disability Assistance (OTDA). This information includes UI benefit claims and wage records. I understand that OTDA, along with state and local agency employees working in social services district offices, will use the UI information for establishing or verifying eligibility for, and the amount of, Public Assistance, Medicaid, Supplemental Nutrition Assistance Program benefits, Home Energy Assistance Program benefits or Child Care Assistance, applied for in this application and for investigations to determine whether I received benefits to which I was not entitled. OTDA may also share the information with the New York State Office of Children and Family Services (OCFS) and the New York State Department of Health (DOH). OCFS will use the information to monitor the Child Care Assistance program.

RELEASE OF INFORMATION TO SERVICE PROVIDERS – I give permission to the social services district and New York State to share information regarding Public Assistance or Supplemental Nutrition Assistance Program Benefits that I or any member of my household for whom I can legally give authorization have received, for purposes of verifying my eligibility for services and payment related to program administration provided by a State or local contractor. Such services may include, but are not limited to, job placement or training services provided to help me or members of my household obtain and retain employment.

RELEASE OF EDUCATIONAL RECORDS - I give permission to the New York State Department of Health and the social services district to obtain any information regarding the educational records of myself and/or my minor child(ren) for the following purposes: 1) verifying my eligibility for Public Assistance, the Supplemental Nutrition Assistance Program, and/or Medicaid; 2) conducting reviews or investigations that result from conflicting information provided as part of the eligibility process; 3) claiming Medicaid reimbursement for health-related educational services; and 4) providing the appropriate federal government agency with access to this information for the sole purpose of audit.

NEW YORK CITY HOUSING AUTHORITY RESIDENT CONSENT TO SHARE INFORMATION – If you are applying for assistance in New York City, this consent will allow the New York City Housing Authority (NYCHA) to share information about you with the New York City Human Resources Administration/Department of Social Services (HRA) to help you and your household apply for assistance under the Supplemental Nutrition Assistance Program (SNAP), and/or for HRA cash assistance, which may include payment of rental arrears.

If you sign this application below, NYCHA may share with HRA information relevant to your eligibility for, or level of, SNAP and/or cash assistance benefits including your name, address, date of birth, and rent and utility payment information (such as monthly rent amount, rent payment history, rent balance, and appliance fees). Additionally, by signing this application below, you represent that you have the authority to consent on behalf of minor children listed in this application and you authorize NYCHA to share that child's name, address, and date of birth with HRA.

HRA will keep confidential any information that NYCHA shares and may only share the information with the local, state, and federal agencies that oversee HRA's SNAP and cash assistance benefit programs.

CHANGE REPORTING – I agree to inform the agency **promptly** of any change in my address, needs, income, and property, able-bodied adult without dependents (ABAWD) status, pregnancy status or living arrangements, to the best of my knowledge or belief.

If I am applying for Child Care Assistance, I agree to inform the agency **immediately** of any change in family income, who lives in my home, employment, child care arrangements or other changes which may affect my continued eligibility or amount of my benefit.

PENALTIES – Federal and state laws provide for penalties of fine, imprisonment or both if you do not tell the truth when you apply for Public Assistance, Medicaid, Supplemental Nutrition Assistance Program, Services or Child Care Assistance (“Assistance, Benefits or Services”) or at any time when you are questioned about your eligibility, or cause someone else not to tell the truth regarding your application or your continuing eligibility. Penalties also apply if you conceal or fail to disclose facts regarding your initial and continuing eligibility for Assistance, Benefits or Services, or if you conceal or fail to disclose facts that would affect the right of someone for whom you have applied to obtain or continue to receive Assistance, Benefits or Services. If you are an authorized representative, such Assistance, Benefits or Services must be used for the other person and not for yourself. Federal and state laws provide that any transfer of assets for less than fair market value made by an individual or an individual’s spouse, within 60 months prior to the first of the month in which the individual is both in receipt of nursing facility services and has submitted an application for Medicaid, may render the individual ineligible for nursing facility services or home and community-based waived services for a period of time. It is unlawful to obtain Assistance, Benefits or Services by concealing information or providing false information.

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM DISQUALIFICATION PENALTIES – Any information you provide in connection with your application for the Supplemental Nutrition Assistance Program (SNAP) will be subject to verification by federal, state and local officials. If any information is incorrect, you may be denied SNAP benefits. You may be subject to criminal prosecution if you knowingly provide incorrect information which affects eligibility or the amount of benefits. Any person convicted of a felony for knowingly using, transferring, acquiring, altering or possessing SNAP authorization cards or access devices may be fined up to \$250,000, imprisoned up to 20 years or both. The individual may also be subject to prosecution under the applicable federal and state laws. Anyone who is violating a condition of probation or parole, or anyone who is fleeing to avoid prosecution, custody or confinement of a felony and is actively being pursued by law enforcement, is not eligible to receive SNAP benefits.

You may be found ineligible for SNAP or found to have committed an Intentional Program Violation (IPV) if you make a false or misleading statement, or misrepresent, conceal or withhold facts, in order to qualify for benefits or receive more benefits; purchase a product with SNAP benefits with the intent of obtaining cash by intentionally discarding the product and returning the container for the deposit amount; or commit or attempt to commit any act that constitutes a violation of federal or state law for the purpose of using, presenting, transferring, acquiring, receiving, possessing or trafficking SNAP benefits, authorization cards or reusable documents used as part of the Electronic Benefit Transfer (EBT) system. Additionally, the following is not allowed and you may be disqualified from receiving SNAP benefits and/or be subject to penalties for actions that include:

- Using SNAP benefits to buy non-food items, such as alcohol or cigarettes;
- Using SNAP benefits to pay for food previously purchased on credit;
- Allowing someone else to use your EBT card in exchange for cash, firearms, ammunition or explosives, or drugs, or to purchase food for individuals who are not members of your SNAP household; or
- Using or having in your possession EBT cards that do not belong to you, without the card owner’s consent.

Individuals found to have committed an IPV either through an administrative disqualification hearing or by a federal, State or local court, or have signed either a waiver of right to an administrative disqualification hearing or a disqualification consent agreement in cases referred for prosecution shall be ineligible to participate in SNAP for a period of:

- 12 months for the *first* SNAP IPV;
- 24 months for the *second* SNAP IPV;
- 24 months for the *first* SNAP IPV that is based on a court finding that the individual used or received SNAP benefits in a transaction involving the sale of a controlled substance (illegal drugs or certain drugs for which a doctor’s prescription is required); or
- 120 months if the individual is found to have made a fraudulent statement about who they are or where they live in order to get multiple SNAP benefits simultaneously, unless permanently disqualified for a third SNAP IPV.

Additionally, a court may bar an individual from participating in SNAP for an additional 18 months.

An individual can be permanently disqualified from receiving SNAP benefits for:

- The *first* SNAP IPV based on a court finding that the individual used or received SNAP benefits in a transaction involving the sale of firearms, ammunition or explosives;
- The *first* SNAP IPV based on a court conviction for trafficking SNAP benefits for a combined amount of \$500 or more (trafficking includes the illegal use, transfer, acquisition, alteration or possession of SNAP authorization cards or access devices);
- The *second* SNAP IPV based on a court finding that the individual used or received SNAP benefits in a transaction involving the sale of a controlled substance (illegal drugs or certain drugs for which a doctor’s prescription is required); or
- A *third* SNAP IPV.

REQUIREMENT TO REPORT/VERIFY HOUSEHOLD EXPENSES – Your household must report child care and utility expenses in order to get a Supplemental Nutrition Assistance Program (SNAP) deduction for these expenses. Your household must report and verify rent/mortgage payments, property taxes, insurance, medical expenses and child support paid to a non-household member in order to get a SNAP deduction for these expenses. Failure to report/verify the above expenses will be seen as a statement by your household that you do not want to receive a deduction for these unreported/unverified expenses. A deduction for these expenses may make you eligible for SNAP or may increase your SNAP benefits. You

may report/verify these expenses at any time in the future. The deduction would then be applied to the calculation of SNAP benefits in future months, in accordance with the rules for change reporting (see Change Reporting, above).

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM AUTHORIZED REPRESENTATIVE – You can authorize someone who knows your household circumstances to apply for Supplemental Nutrition Assistance Program (SNAP) benefits for you. You can also authorize someone outside your household to get SNAP benefits for you or to use them to buy food for you. If you would like to authorize someone, you must do so in writing. You may authorize someone by printing the person's name, address, and phone number immediately below, and having them sign in the signature section at the end of this application. When an Authorized Representative is applying on behalf of a SNAP household that does not reside in an institution, both the Authorized Representative and a responsible adult member of the household must sign and date the signature section at the end of this application, unless the SNAP household has otherwise designated the Authorized Representative to do so in writing.

NAME, ADDRESS AND PHONE NUMBER OF AUTHORIZED REPRESENTATIVE (PLEASE PRINT):

STANDARD UTILITY ALLOWANCE – I understand that Public Assistance and Supplemental Nutrition Assistance Program (SNAP) recipients are categorically income eligible for the Home Energy Assistance Program (HEAP). I also understand that if I have not received a HEAP benefit of greater than \$20 in the current month or previous 12 months, or a similar energy assistance benefit, I must pay for heating or air conditioning separately from my rent in order to receive the heating/cooling standard utility allowance (i.e., a deduction) for SNAP. I understand that the State will use my Social Security Number to verify with my home energy vendors the receipt of HEAP. This authorization also includes permission for any of my home energy vendors (including my utility) to release certain statistical information, including but not limited to, my annual electricity usage, electricity cost, fuel consumption, fuel type, annual fuel cost and payment history to the New York State Office of Temporary and Disability Assistance, the local social services district and the United States Department of Health and Human Services for the purposes of Low Income Home Energy Assistance Program performance measurement.

RELEASE OF MEDICAL INFORMATION – I consent to the release of any medical information about me and any members of my family for whom I can give consent by my primary care provider, any other health care provider or the New York State Department of Health (DOH) to my health plan and any health care providers involved in caring for me or my family, as reasonably necessary for my health plan or my providers to carry out treatment, payment, or health care operations; by my health plan and any health care providers to DOH and other authorized federal, state, and local agencies for purposes of administration of Medicaid; and, by my health plan to other persons or organizations, as reasonably necessary for my health plan to carry out treatment, payment, or health care operations. I authorize the release of any health-related information about me and any members of my family for whom I can legally give authorization related to the provision of assistance and services and my ability to participate in work activities, including employment, to the New York State Office of Temporary and Disability Assistance (OTDA), the New York State Office of Children and Family Services or the local social services district, as reasonably necessary for the provision of Public Assistance benefits; for services, including child welfare services; for determining appropriate work activity assignments; for determining the need to apply and for making application for Supplemental Security Income benefits; for establishing appropriate treatment plans for restoring employability; and for determining eligibility for exemptions from the State sixty-month time limit on cash assistance receipt. If I am required to apply for benefits administered by the Social Security Administration, the information specified above may be shared with the Social Security Administration. I also agree that the information released may include HIV, mental health or alcohol and substance abuse information about me and members of my family, to the extent permitted by law, unless a box is checked below. If more than one adult in the family is joining a Medicaid health plan, the signature of each adult applying is necessary for consent to release information. I understand that my ability to consent to the release of information relating to any minor children for whom I may give consent is limited by the extent to which I can obtain information regarding treatment, diagnosis and procedures on their behalf.

_____ Do not disclose HIV/AIDS information _____ Do not disclose drug and alcohol information
 _____ Do not disclose mental health information

RELEASE OF INFORMATION TO HEALTH SERVICE PROVIDERS – I give permission to the social services district and the State of New York to share information with health service providers, as designated by the social services district or the State of New York, regarding Public Assistance benefits that I or any member of my household for whom I can legally give authorization have received or are eligible to receive, for the purpose of improving the quality of my healthcare and overall well-being, and to facilitate receipt of additional benefits for which I, or members of my household, may be eligible.

RELEASE OF INFORMATION FOR THE EARLY INTERVENTION PROGRAM – If my child is evaluated for or participates in the New York State Early Intervention Program, I give permission to the social services district and New York State to share my child's Medicaid eligibility information with my county or municipal Early Intervention Program for the purpose of billing Medicaid.

CHILD/TEEN HEALTH PROGRAM – I understand that if my child is on Medicaid, they can get comprehensive primary and preventive care, including all necessary treatment through the Child/Teen Health Program. I can get more information on this program from the social services district.

MEDICARE – I authorize payments under “Medicare” (Part B of Title XVIII, Supplementary Medical Insurance Program) to be made directly to physicians and medical suppliers on any future unpaid bills for medical and other health services furnished to me while I am eligible for Medicaid.

REIMBURSEMENT OF MEDICAL EXPENSES UNDER MEDICAID – I understand that I have a right as part of my Medicaid application, or within two years from the date of my application, to request reimbursement of expenses I paid for covered medical care, services and supplies received during the three-month period prior to the month of my application. I understand that after the date of my application, reimbursement of covered medical care, services and supplies will only be available if obtained from Medicaid-enrolled providers.

ASSIGNMENT OF INSURANCE/OTHER BENEFITS AND DIRECT PAYMENT – For Public Assistance and Medicaid, I agree to file any claims for health or accident insurance benefits, and to pursue any personal injury claims or any other resources to which I may be entitled, and do hereby assign any such resources to the social services district to whom this application is made. In addition, I will assist in making any assigned benefits available to the social services district to whom this application is made.

I authorize payments owed to me or members of my household for health or accident insurance benefits to be made directly to the appropriate social services district for medical and other health services furnished while we are eligible for Medicaid.

MEDICAID RECOVERIES – Upon receipt of Medicaid, a lien may be filed and a recovery may be made against your real property under certain circumstances if you are in a medical institution and not expected to return home. MA paid on your behalf may be recovered from persons who had legal responsibility for your support at the time medical services were obtained. MA may also recover the cost of services and premiums incorrectly paid.

I understand that effective April 1, 2014, if I get Medicaid through New York State of Health:

- No lien will be placed on my real property prior to my death.
- Recovery from assets in my estate upon my death is limited to the amount Medicaid paid for the cost of nursing home care, home and community-based services, and related hospital and prescription drug services received on or after my 55th birthday.

PUBLIC ASSISTANCE RECOVERIES – Public Assistance (PA) you receive for yourself and for persons whom you are legally responsible to support is recoverable from money you possess or may acquire. Your tax refunds and portions of lottery winnings may be taken to repay your debt for PA.

AUTHORIZATION TO REPAY PUBLIC ASSISTANCE BENEFITS FROM RETROACTIVE SUPPLEMENTAL SECURITY INCOME – I authorize the Commissioner of the Social Security Administration (SSA) to use my first payment of Supplemental Security Income (SSI); i.e. my retroactive SSI payment) to reimburse the local social services district (SSD) for Public Assistance (PA) the SSD pays me from State or local funds while SSA decides if I am eligible for SSI. SSA will not reimburse the SSD for PA that was paid using any federal funds.

I will be bound by this authorization only if the State gives notice to SSA that I and an SSD representative have signed it. The State must give notice within 30 calendar days of matching my SSI record with my State record. SSA will not accept it after 30 calendar days. Instead, SSA will send me my retroactive SSI payment under SSA rules.

Only my first payment of SSI can be used. If my first payment is larger than the amount owed to the SSD, SSA will send the rest to me under its rules.

SSA can reimburse the SSD in two situations:

- (1) It will repay the SSD if I apply for SSI and SSA finds me eligible.
- (2) It will repay the SSD if my SSI benefits are reinstated after termination or suspension.

SSA will only reimburse the SSD for PA it paid me during the time I am waiting for an SSA determination of eligibility. This is called "interim assistance." The period begins: 1) with the first month I become eligible for payment of SSI benefits; or 2) on the first day I am reinstated after my SSI was suspended or terminated. The period includes the month SSI payments actually begin. If the SSD cannot stop my last PA payment, the period ends the next month.

No later than 10 days after SSA reimburses the SSD, the SSD must send me a notice telling me the amount of interim assistance paid. The notice will also tell me that SSA will send me a letter telling me how any remaining SSI money owed to me will be sent by SSA and that, if I do not agree with a state decision, how I can appeal the decision to the state.

Under its rules, SSA may use the date I sign this authorization as the date I first become eligible for SSI. It will do this only if I apply for SSI within the next 60 days.

This authorization applies to any SSI application or appeal I now have pending before SSA. This authorization terminates if my SSI case is completely decided. It terminates when SSA first pays me. The State and I can also agree to terminate the authorization. I must sign a new authorization consistent with NYS rules if I reapply for SSI after this authorization terminates, or if I file a new SSI claim while I have an SSI application or appeal pending.

I will be given an opportunity for a fair hearing if I disagree with a decision the SSD made about reimbursement.

I received a copy of the pamphlet called "What You Should Know About Social Services Programs." I understand what it says about interim assistance.

SUPPORT – Applying for or receiving Family Assistance (FA), Safety Net Assistance (SNA) or Title IV-E foster care operates as an assignment to the State and the social services district of any rights to support from any other person that the applicant or recipient may have in their own right or on behalf of any other family member for whom the applicant or recipient is applying for, or receiving, assistance (Social Services Law, Sections 158 and 348). This assignment is limited in certain situations. Other sections of this application contain additional assignments.

ASSIGNMENT OF SUPPORT RIGHTS – I understand that I will be provided with the LDSS-5145 form, "Referral for Child Support Services," to complete and return to the Child Support Enforcement Unit. Except in situations of domestic violence or other good cause, as a condition of obtaining assistance, I understand that I am required to cooperate with the Child Support Enforcement Unit to locate any noncustodial, alleged, or intended parent; establish legal parentage for each individual under the age of 21 born to unmarried parents; and establish, modify, and/or enforce orders of support. I also understand that I will be provided with the LDSS-4279 form, "Notice of Responsibilities and Rights for Support," which explains my responsibilities and rights if I do not cooperate with the Child Support Enforcement Unit.

I assign to the state and social services district any rights I have to support from persons having legal responsibility for my support and any rights I have to support on behalf of any family member for whom I am applying for or receiving assistance. Where applying for or receiving Family Assistance or Safety Net Assistance, my assignment of support rights is limited to support which accrues during the period that I and/or any family member receives assistance. However, any support rights that I assigned to the state on behalf of myself or any family member prior to October 1, 2009, continue to be assigned to the state.

HOME ENERGY ASSISTANCE PROGRAM – I understand that by signing this application/certification, I consent to any investigation to verify or confirm the information I have given and other investigation by any authorized government agency in connection with Home Energy Assistance Program (HEAP) benefits. I also consent to allow the information provided on this application to be used in referrals to available weatherization assistance programs and my utility company's low income programs.

I understand that the State will use my Social Security Number to verify with my home energy vendors the receipt of HEAP. This authorization also includes permission for any of my home energy vendors (including my utility) to release certain statistical information, including but not limited to, my annual electricity usage, electricity cost, fuel consumption, fuel type, annual fuel cost and payment history to the New York State Office of Temporary and Disability Assistance, the local social services district and the United States Department of Health and Human Services for the purposes of Low Income Home Energy Assistance Program performance measurement.

SEXUAL ASSAULT INFORMATION – If you are a victim of sexual assault, you have the right to request referral information from the social services district. If you request referral information, the social services district must provide you with the addresses and phone numbers of any: 1) local hospitals offering sexual assault forensic examiner services certified by the NYS Department of Health; 2) local rape crisis centers; and 3) local advocacy, counseling, and hotline services appropriate for victims of sexual assault. In addition, the social services district must provide you with the NYS Hotline for Sexual Assault and Domestic Violence numbers: (800) 942-6906 and (800) 818-0656 (TTY).

CERTIFICATION FOR CHILD CARE ASSISTANCE – If I am applying for Child Care Assistance, I certify that my family resources do not exceed \$1,000,000.

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|--|-------------|---|-------------|
| I have read and understand the notices above. I understand and agree to the assignments, authorizations and consents above. I swear and/or affirm under the penalties of perjury that the information I have given or will give to the social services district is complete and correct. | | | |
| APPLICANT SIGNATURE | DATE SIGNED | SPOUSE OR PROTECTIVE REPRESENTATIVE SIGNATURE | DATE SIGNED |
| x | | x | |
| AUTHORIZED REPRESENTATIVE SIGNATURE | DATE SIGNED | | |
| x | | | |

ONLY COMPLETE THE FOLLOWING IF YOU WANT TO WITHDRAW YOUR APPLICATION FOR ONE OR MORE PROGRAMS.

I consent to *withdraw* my application for:

- ☐ Public Assistance (PA) ☐ Child Care in lieu of PA ☐ Supplemental Nutrition Assistance Program (SNAP) ☐ Medicaid and SNAP
- ☐ Medicaid and PA ☐ Services, including Foster Care ☐ Child Care Assistance ☐ Emergency Assistance Only

I understand that I may reapply at any time.

APPLICANT/AUTHORIZED REPRESENTATIVE SIGNATURE

DATE SIGNED

x



NYS Agency-Based Voter Registration Form

"If you are not registered to vote where you live now, would you like to apply to register here today?"

- ☐ **YES** If you checked **YES**, please complete the **VOTER REGISTRATION APPLICATION** below
- ☐ **NO** because I choose not to register **OR**
- ☐ I am already registered at my current address **OR**
- ☐ I asked for and received a mail registration form

If you do not check any box, you will be considered to have decided not to register to vote at this time.

Signature

Date

Please Print Name

Important!

Applying to register or declining to register to vote will not affect the amount of assistance that you will be provided by this agency.

If you would like help filling out the voter registration application form, we will help you. The decision whether to seek or accept help is yours. You may fill out the application form in private.

Información en español: si le interesa obtener este formulario en español, llame al 1-800-367-8683

中文資料: 若您有興趣索取中文資料表格, 請電: 1-800-367-8683

한국어: 한국어 한국어 양식을 원하시면 1-800-367-8683
으로 전화 하십시오.

যদি আপনি এই ফর্মটি ইংরেজিতে পেতে চান তাহলে 1-800-367-8683
নম্বরে ফোন করুন

VOTER REGISTRATION APPLICATION (instructions on back)

☐ Yes, I need an application for an Absentee Ballot

Please print or type in blue or black ink

☐ Yes, I would like to be an Election Day worker

| | | | | | | | | | | |
|----|--|---|---|--|----------------------|--------------------|--|-------------------|----------|--------|
| 1 | Are you a U.S. citizen? <input type="checkbox"/> YES <input type="checkbox"/> NO If you answered NO , do not complete this form | | 2 | A) Will you be 18 years old on or before election day? <input type="checkbox"/> YES <input type="checkbox"/> NO B) Are you at least 16 years of age and understand that you must be 18 years of age on or before election day to vote, and that until you will be eighteen years of age at the time of such election your registration will be marked "pending" and you will be unable to cast a ballot in any election? <input type="checkbox"/> YES <input type="checkbox"/> NO If you answered NO to both of the prior questions, you cannot register to vote. | | For Board Use Only | | | | |
| | Last Name | | | First Name | | | Middle Initial | Suffix | | |
| 3 | Address where you live (do not give P.O. box) | | | | | | Apt. No. | City/Town/Village | Zip Code | County |
| 4 | Address where you get your mail (if different than above) | | | | | | P.O. Box, Star Route, etc. | Post Office | Zip Code | |
| 5 | Date of Birth | 7 | Gender (optional) | 8 | Telephone (optional) | Email (optional) | | | | |
| 10 | The last year you voted | | Your address was (give house number, street and city) | | | 9 | ID Number (Check the applicable box and provide your number) <input type="checkbox"/> New York State DMV number — — — — — <input type="checkbox"/> Last four digits of your Social Security number — — — — <input type="checkbox"/> I do not have a New York State DMV or Social Security number | | | |
| | In county/state | | Under the name (if different from your name now) | | | | | | | |
| 11 | Political Party I wish to enroll in a political party <input type="checkbox"/> Democratic party <input type="checkbox"/> Republican party <input type="checkbox"/> Conservative party <input type="checkbox"/> Working Families party <input type="checkbox"/> Other _____ I do not wish to enroll in any political party and wish to be an independent voter <input type="checkbox"/> No party | | | | | 12 | Affidavit: I swear or affirm that <ul style="list-style-type: none"> I am a citizen of the United States. I will have lived in the county, city or village for at least 30 days before the election. I will meet all requirements to register to vote in New York State. This is my signature or mark on the line below. The above information is true, I understand that if it is not true, I can be convicted and fined up to \$5,000 and/or jailed for up to four years. | | | |
| | | | | | | | Signature or Mark in ink _____ Date _____ / ____ / ____ | | | |

(Optional) Register to donate your organs and tissues

| | | |
|------------|----------------------|---|
| Last Name | | |
| First Name | Middle Initial | Suffix |
| Address | | |
| Apt Number | City/Town/Village | Zip Code |
| Birth Date | Gender | <input type="checkbox"/> M <input type="checkbox"/> F |
| Eye Color | Height | Ft. In. |
| Email | DMV or ID NYC Number | |

By signing below, you certify that you are:

- 16 years of age or older
- Consent to donate all of your organs and tissues for transplantation, research, or both;
- Authorizing the Board of Elections to provide your name and identifying information to NYS Donate Life Registry for enrollment;
- And authorizing the Registry to allow access to this information to federally regulated organ procurement organizations and NYS-licensed tissue and eye banks and others approved by the NYS Commissioner of Health hospitals upon your death.



Signature

Date

Qualifications for Registration

Important!

You Can Use This Form To:

- register to vote in New York State;
- change your name and/or address, if there is a change since you last voted;
- enroll in a political party or change your enrollment;
- pre-register to vote if you are 16 or 17 years of age.

To Register You Must:

- be a U.S. citizen;
- be 18 years old (you may pre-register at 16 or 17 but cannot vote until you are 18);
- be a resident of the County, or of the City of New York at least 30 days before an election;
- not be in prison for a felony conviction;
- not claim the right to vote elsewhere; and
- not found to be incompetent by a court.

If you believe that someone has interfered with your right to register or to decline to register to vote, your right to privacy in deciding whether to register or in applying to register to vote, or your right to choose your own political party or other political preference, you may file a complaint with:

NYS Board of Elections

40 North Pearl St, Suite 5

Albany, NY 12207-2729

Telephone: 1-800-469-6872;

TDD/TTY users contact the New York State Relay at 711;

or visit our web site - www.elections.ny.gov

Your decision to register will remain confidential and will be used only for voter registration purposes. Anyone not choosing to register to vote and/or information regarding the office to which the application was submitted will remain confidential, to be used only for voter registration purposes.

Verifying your identity

We will try to check your identity before Election Day, through the DMV number (driver's license number or non-driver ID number), or the last four digits of your social security number, which you will fill in Box 9.

If you do not have a DMV or Social Security number, you may use a valid photo ID, a current utility bill, bank statement, paycheck, government check or some other government document that shows your name and address. You may include a copy of one of those types of ID with this form.

If we are unable to verify your identity before Election Day, you will be asked for ID when you vote for the first time.

To complete this form:

It is a crime to procure a false registration or to furnish false information to the Board of Elections.

Box 9: You must make one selection. For questions refer to Verifying your identity above.

Box 10: If you have never voted before, write "None". If you can't remember when you last voted, put a question mark (?). If you voted before under a different name, put down that name. If not, write "Same".

Box 11: Check one box only. Political party enrollment is optional but that, in order to vote in a primary election of a political party, a voter must enroll in that political party, unless state party rules allow otherwise.

REQUEST TO PARTICIPATE IN THE CHILD ASSISTANCE PROGRAM

☒ I have been given an explanation of the Child Assistance Program (CAP), including, but not limited to, the following:

- Initial eligibility requirements
- Supplemental Nutrition Assistance Program (SNAP) calculation
- Ongoing eligibility and reporting requirements
- Medicaid eligibility and extension provisions
- Benefit calculation
- Child Health Plus
- Time limits
- Fair hearing rights

☒ I have compared the cash assistance and food stamp benefits I would get under CAP and Family Assistance (FA) (budgets attached), and I have decided to participate in CAP. I understand that participation is voluntary and that I may end my participation at any time. I understand that, in CAP, I will no longer be eligible to get the child support pass-through payments which I may have gotten under FA. If I choose to end my participation, my right to reapply for FA will not be affected. I further understand that, if I withdraw from CAP, I will only be allowed to reapply for CAP if I am getting FA and at least three months have passed since I last ended my participation in CAP.

☒ The goals and objectives of the Child Assistance Program have been explained to me. I have been told that CAP could be discontinued, but that I will be given enough notice if the program is to be discontinued so that I may reapply for FA. I understand that I must comply with all agency employment requirements. If I fail to comply, my CAP case may be closed. I further understand that if the district determines that I voluntarily or purposefully without good cause reduced my work hours, wage rate, or refused or quit employment, my CAP case may be closed. If my CAP case is closed because I failed to maintain a minimum work level, or I reduced, quit or refused work, I may reapply for FA, but I will only be allowed to reapply for CAP if I am getting FA and at least three months have passed since my CAP participation ended.

☒ I understand that if I am not satisfied with the actions taken on my CAP case, I have the right to request a fair hearing by the Office of Temporary & Disability Assistance, Office of Administrative Hearings.

☒ I am enrolling in CAP with the understanding that my FA case will be closed effective _____ and that my CAP case will be opened effective _____.

DATE

DATE

| | | |
|------------------------------|----------------|------|
| FA RECIPIENT/CAP PARTICIPANT | | DATE |
| SOCIAL SECURITY NUMBER | FA CASE NUMBER | |
| CAP WORKER | | |

DOCUMENTATION REQUIREMENTS

| | | |
|---|---|--|
| Applicant/Recipient Name | | Case Name |
| Date | Time of Interview | Case Number |
| LOCAL DISTRICT NAME AND ADDRESS: | | |
| You must provide proof of the eligibility factors checked. Your worker must receive this proof no later than _____. If your worker does not receive this proof, your application may be denied or your assistance may be discontinued. (If you cannot obtain these items by the above date, call _____ to find out what other forms may be used to verify your eligibility.) If you ask, we will help you get the proof as long as you are cooperating with us. | | |
| Eligibility Factor | To prove this factor, provide: ✓↓ ONE of the following OR | ✓↓ TWO of the following (If you are applying for SNAP Benefits or Medical Assistance only , you need to bring only one form for each eligibility factor checked.) |
| <input type="checkbox"/> Identity You must prove who you are. | Photo I.D. Driver's license U.S. passport Naturalization Certificate Hospital/Doctor's Records Adoption paper | Statement from another person Validated Social Security Number Birth/Baptismal Certificate |
| <input type="checkbox"/> Marital Status You must prove if you are married, divorced, separated, or widowed. | Marriage/Death certificates Separation agreement Divorce decree Social Security records VA records | Statement from clergy Census records Newspaper notice Statement from another person |
| <input type="checkbox"/> Residence You must prove where you live. | Statement from landlord Current rent receipt or lease Mortgage records | Statement from another person Current mail School records |
| <input type="checkbox"/> Household Composition/Size You must prove who is living with you. | Statement from non-relative Landlord School records | Statements from other persons |
| <input type="checkbox"/> Age You must prove the age of each person applying for assistance, where appropriate. | Birth certificate Baptismal certificate Hospital records Adoption records Naturalization certificate Driver's license | Insurance policy Census records School records Statement from another person Physician statement Official correspondence from SSA |
| <input type="checkbox"/> Absent Parent If the parent of any child in your home is not living with you, you must prove this | Death certificate Survivor's benefits Hospital records VA or military records Divorce papers Proof of remarriage | Newspaper notice Insurance company records Institutional records Agency case records and burial payment files Statement from another person |
| <input type="checkbox"/> Absent Parent Information You must provide any information you have: name, address, Social Security Number, birth date, employment | Pay Stubs Tax returns Social Security or VA records Monetary determination letters ID. cards (health insurance) Driver's license or registration | |

| | | | | | |
|--|---|--|--|---|---|
| Eligibility Factor | To prove this factor, provide one of the following: | Eligibility Factor | To prove this factor, provide one of the following: | Eligibility Factor | To prove this factor, provide one of the following: |
| <input type="checkbox"/> Social Security Number (For Temporary Assistance, SNAP Benefits and Medical Assistance- only , you do not have to provide proof of your Social Security Number (SSN) unless the SSN you give does not match with SSA'S records or cannot be verified by the agency.) | Social Security Card Official correspondence from SSA A Social Security Number is not required for aliens who are seeking Medical Assistance for emergency treatment only or are Medical Assistance-only applicants who are pregnant. | <input type="checkbox"/> Unearned Income (con't) <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Education grants and loans <input type="checkbox"/> Interest/dividends/royalties <input type="checkbox"/> Private pension/annuity <input type="checkbox"/> Other | Award Letter Check stub Statement from school Statement from bank Award letter Statement from bank or credit union Statement from broker/agent Current award letter Current benefit check Official correspondence from source of income | <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Citizenship or Current Alien Status - US citizens are eligible for Temporary Assistance, SNAP and Medical Assistance. Aliens must be in satisfactory immigration status in order to be eligible for Temporary Assistance, SNAP or Medical Assistance. Immigration status is not an eligibility factor for pregnant women or immigrant children applying for Child Health Plus B. Undocumented immigrants and temporary non-immigrants are eligible only for the treatment of an emergency medical condition. | Birth certificate Baptismal certificate Hospital records U.S. passport Military service records Naturalization certificate USCIS documentation Evidence of continuous U.S. residence since prior to 1/1/72. | | | <input type="checkbox"/> Shelter Expenses You must prove how much it costs you to live where you do (You may need to provide separate documentation for each item of shelter expense.) Medical Assistance does not require documentation of shelter expenses. | Current rent receipt Current lease Mortgage book/records Property and school tax records Landlord statement Sewer and water bills Homeowner's insurance records Fuel bills Non-heating utility bills Telephone bills |
| <input type="checkbox"/> Earned Income From employer <input type="checkbox"/> From self-employment | Current wage stubs Pay envelopes On letterhead, rate of pay per hour; hours worked per week; date of first pay, if new and employer's phone number Contact with employer Business records Tax records Records and related materials concerning self-employment earnings and expenses Current income tax return Current contribution check Statement from roomer, boarder, tenant Income tax records | <input type="checkbox"/> Resources <input type="checkbox"/> Bank accounts: checking, savings, retirement (IRA and Keogh) <input type="checkbox"/> Stocks, bonds, certificates <input type="checkbox"/> Life Insurance <input type="checkbox"/> Burial trust or fund burial plot or funeral agreement <input type="checkbox"/> Income tax refund or earned income tax credit (EITC) <input type="checkbox"/> Real estate other than Residence <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Lump sum payment | Statement from household Statement from nursing home Current bank records Current credit union records Stock certificate Bonds Statement from financial institution Insurance policy Statement from insurance company Bank records Burial agreement Burial plot deed Statement from funeral director Tax Refund Statement from tax office Deed Statement from real estate broker Appraisal/estimate of current value by broker Registration (older models) Title of ownership Appraisal of current value by dealer Financing data Statement from source of payment | <input type="checkbox"/> Medical Bills | Copies of medical bills (paid and unpaid) |
| <input type="checkbox"/> Unearned Income Child support <input type="checkbox"/> Unemployment Insurance benefits (UIB) <input type="checkbox"/> Social Security benefits (including SSI) <input type="checkbox"/> Veteran's benefits | Statement from Family Court Statement from person paying support Check stubs Current award certificate Current benefit check Official correspondence with NYS Dept. of Labor Current award certificate Current benefit check Official correspondence from SSA Current award certificate Current benefit check Official correspondence from VA | | | <input type="checkbox"/> Health Insurance If you or anyone applying has health insurance coverage (even if paid for by someone else), you must prove this. | Insurance policy Insurance card Statement from provider of coverage Medicare card |
| | | | | <input type="checkbox"/> Disabled/Incapacitated /Pregnant If you or anyone living with you is sick or pregnant, you must provide proof. | Statement from medical professional verifying pregnancy and expected date of birth Statement from medical professional Proof of SSA or SSI benefits for disability or blindness |
| | | | | <input type="checkbox"/> Unpaid Bills Rent, utility | Copy of each bill showing amount owed, period of services and provider |
| | | | | <input type="checkbox"/> Referral Drug/Alcohol Treatment Program <input type="checkbox"/> Employment Service | Statement from provider of Treatment Statement from employment service |
| | | | | <input type="checkbox"/> Other Expenses/ Dependent Care Cost You must provide proof if you pay court-ordered support, child care, recurring loans, or for services of a home health aide or attendant. | Court order Statement from day care center or other child care provider Statement from aide or attendant Cancelled checks or receipts |
| | | | | <input type="checkbox"/> School Attendance You must prove who is in school | School records (current report card) Statement from school/ or Higher Education Institution |
| | | | | <input type="checkbox"/> Other: | |

AUTOMATED SUPPORT COLLECTION UNIT - TRANSACTION BATCH SHEET

| | | | | | | | |
|-----------|---------|------------|--|-----------------------|--|------------------------|--|
| BATCH NO. | 1287503 | BATCH TYPE | | TOTAL AMOUNT OF BATCH | | NUMBER OF TRANSACTIONS | |
|-----------|---------|------------|--|-----------------------|--|------------------------|--|

| | |
|-----------|------|
| SIGNATURE | DATE |
|-----------|------|

| LINE NO. | ASCU ACCOUNT NUMBER | TRANSACTION AMOUNT | RECEIPT DATE | NAME OR IDENTIFIABLE INFORMATION | OPTIONAL FIELD (1) | OPTIONAL FIELD (2) |
|----------|---------------------|--------------------|--------------|----------------------------------|--------------------|--------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
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| 18 | | | | | | |
| 19 | | | | | | |
| 20 | | | | | | |

CONTINUING YOUR PUBLIC ASSISTANCE AND/OR SNAP BENEFITS

| | | | |
|---|------------|--|--|
| NOTICE DATE: | | NAME AND ADDRESS OF AGENCY/CENTER OR DISTRICT OFFICE | |
| CASE NUMBER | CIN NUMBER | | |
| CASE NAME (And C/O Name if Present) AND ADDRESS | | | |
| <div></div> | | GENERAL PHONE NO. FOR QUESTIONS OR HELP _____ | |
| | | ----- | |
| | | OR Agency Conference _____ | |
| | | Fair Hearing information and assistance _____ | |
| | | Record Access _____ | |
| | | Legal Assistance information _____ | |

| | | | | |
|------------|----------|------------|---------------------|-----------|
| OFFICE NO. | UNIT NO. | WORKER NO. | UNIT OR WORKER NAME | PHONE NO. |
|------------|----------|------------|---------------------|-----------|

This letter is to tell you that you must have a face-to-face recertification interview to help us figure out if you can still get:

☐ Public Assistance

☐ Public Assistance/Supplemental Nutrition Assistance Program (SNAP) Benefits

The day of your interview is _____. The time of your interview is _____.

The location of your interview is _____.

If you cannot keep this interview or you miss the interview, call _____ as soon as possible to reschedule the appointment.

SNAP Benefit Interview Rights – Be sure to read the back of this form regarding interview/application rights for SNAP Benefits.

We have enclosed a recertification form that you must fill out and bring to your interview. Depending on the program(s) you are recertifying for, you will need to provide explanations and proof about your current situation and how it has changed. If you need any help getting any proof, please let your worker know as soon as possible.

- ☐ **Proof to bring to your Public Assistance Interview** - You will need to:
- explain about the people in your home,

- prove that the people who get assistance live in your home,

- show proof of expenses (such as rent, utilities, child care),

- show proof of any income you get,

- show proof of any assets you have,

- show proof of any changes in your living situation, such as

- change in household size.
- ☐ **Proof to bring to your SNAP Benefits Interview** – You will need to bring current proof of any of the following that apply to you:
- earned income for the past four weeks,

- any change in the amount or source of your household’s income,

- any change in heating/air conditioning expenses,

- If anyone in your household is now disabled or 60 years of age or older

- any medical expenses since you last applied or were recertified for anyone in your household who is disabled or 60 years of age or older.

- any other change in your living situation such as in financial resources, shelter or utility costs (rent, electricity, cooking gas, trash, etc.), family size, child care costs, and any other changes,

- any change in the amount of child support you must pay,

- Social Security Number of any new household members.

What Happens If I Do Not Come To The Interview?

- ☐ **Public Assistance** - If you do not come to your interview, we will think that you do not want Public Assistance. We will then close your Public Assistance case. We will send you a notice telling you the closing date.
- ☐ **Medical Assistance** - A face-to-face interview is not required to continue your Medical Assistance. However, you must report any changes in address, income, resources or household size to this Department.
- ☐ **SNAP Benefits** - You will not get SNAP benefits after _____ unless you reapply. If you, an adult member of your household or your authorized representative do not turn in your recertification form, come for an interview and give any required documentation, you will not get SNAP benefits unless you apply again and are eligible. If any proof is still needed **after the interview, you will be told what you need to give, and you will have at least ten days to give it.**

You can submit a recertification application on-line at www.myBenefits.ny.gov. or you can mail, fax or bring the recertification form to the address above before the interview. If you do this by _____ and you are still eligible, you will get SNAP benefits without a break. You should fill out as much of the recertification form as you can. It must be accepted if it has at least your name, your address (if you have one) and signature. However, the application must be completed before you can get SNAP benefits. If you turn in your recertification form by the 15th of _____, we must interview you by the end of that month in order for you to get SNAP benefits without a break. **This decision is based on 18 NYCRR 387.17.**

What If I No Longer Want Or Need Assistance?

If you do not want or need Public Assistance, SNAP Benefits and/or Medical Assistance, please tell us. If you want any of these benefits to stop, check the box(es) below next to the benefit(s) and tell us the reason. It is important for you to tell us why you want your case closed because, depending on the reason, you may be able to get SNAP benefits for five more months and Medical Assistance for up to a year. You may also be able to get help with your childcare. Sign, date and send back this form to the Social Services district at the address above, if you no longer want or need assistance. **Check Below If You Do Not Want Or Need Any Of The Following Benefits:**

- ☐ I do not want or need PUBLIC ASSISTANCE. If you are receiving Family Assistance, we will see if you can get transitional SNAP benefits for five months and, if you can, we will notify you. If you can't get transitional SNAP benefits but still want SNAP benefits, you must submit a recertification application in the way explained in the SNAP benefits section of this notice. Your Medical Assistance will continue unless you also check below.
- ☐ I do not want or need SNAP BENEFITS.
- ☐ I do not want or need MEDICAL ASSISTANCE.

List Reason:_____

Signature:_____ Date Signed:_____ Case Number:_____

What Happens To My Child Care If My PA Case Closes?

If you are no longer PA eligible or your PA case is closing, you need to let your worker know if you need Child Care Assistance to continue. Your worker will determine if you are eligible to continue to receive Child Care Assistance. There are two Child Care Assistance Programs for which you may be eligible. Your worker can explain both of these to you.

Guarantee of Child Care in Lieu of (Instead of) PA

This program helps working families who are financially eligible to receive PA and need child care to work, but choose to receive Child Care Assistance instead of PA. If you are working the number of hours required by PA and are eligible for PA, but choose not to continue receiving PA, then you may be eligible for Child Care In Lieu of PA. This program does not have a time limit. Families may receive Child Care In Lieu of PA for as long as they remain eligible.

Transitional Child Care (TCC)

This program helps working families who are no longer financially eligible to receive PA and need child care in order to work. If your family is receiving PA, but your PA case is closing due to an increase in earned income or child support, or you have voluntarily closed your PA case, you may be eligible for TCC. If your family is receiving Child Care in Lieu of PA you may also be eligible for TCC when you become financially ineligible for PA. To be eligible for TCC, families must have been receiving PA (or Child Care in Lieu of PA), for 3 of the past 6 months. Families may be eligible for assistance through TCC for up to 12 months after the family becomes ineligible for PA.

BE SURE TO READ THE BACK OF THIS NOTICE FOR YOR RIGHTS ON HOW TO APPEAL THIS DECISION
DISTRIBUTION: *White*-Client/Fair Hearing Copy *Yellow*-Client Copy *Pink*-Agency Copy

| | | |
|-------|----------|--------------|
| Name: | Address: | Case Number: |
|-------|----------|--------------|

SNAP Benefits Interview/Application Rights - You have a right to:

- request that the SNAP in-office interview be waived in hardship situations. Hardship generally includes, but is not limited to, illness, transportation difficulties, care of a household member, hardship due to residency in a rural area, prolonged severe weather, or work or training hours that prevent you from coming during regular office hours.
- ask for an application for SNAP benefits. This office must accept the application as long as it is signed and has a readable name (and address, if you have one).
- apply for SNAP benefits in person, by mail, fax, on-line or through an authorized representative. An interview is required.

If all members of your household are now getting Supplemental Security Income (SSI) or plan to apply for SSI, you may apply for SNAP benefits at the Social Security Office instead of turning in your recertification form at the SNAP office. If you choose to do this, the Social Security Office must also get your application by _____. They will interview you and send your application and supporting documents to the SNAP benefits office to see if you can still get SNAP benefits.

☒ **Services and Other Information** – Social Services may provide information and education about family planning for up to 90 days from the effective date stated in this notice. A loss of Public Assistance and Medical Assistance benefits will require a redetermination of your eligibility for social services within 30 days of such a decision. This does not necessarily mean that these services will be terminated. It means that your continuing eligibility for these services will have to be redetermined. For further information, please contact your services worker or call the general phone number on the front of this notice.

☒ Although you may no longer be eligible for Public Assistance, SNAP benefits or Medical Assistance, you still may be eligible for assistance with your heating costs by applying for the Home Energy Assistance Program (HEAP). Information on HEAP can be obtained by calling the general phone number on the front of this notice.

Read the information below if you are receiving SNAP Benefits:

CONFERENCE AND FAIR HEARING SECTION – DO YOU THINK WE ARE WRONG?

If you think our decision was wrong, you can ask for a review of our decision. We will correct our mistakes. You can do both 1 and 2:

1. Ask for a meeting (conference) with one of our supervisors;

2. Ask for a State fair hearing with a State hearing officer.

The Office of Temporary and Disability Assistance (OTDA) policy issuances and manuals are posted on the OTDA website at otda.ny.gov/legal. These issuances and manuals are available to you or your representative to determine whether a fair hearing should be requested or to prepare for a fair hearing. In addition, upon request to your local social services district, specific OTDA policy issuances and manuals will also be available to assist you or your representative.

1. **CONFERENCE** (Informal meeting with us) If you think our decision was wrong, or if you do not understand our decision, please call us to set up a meeting. To do this, call the conference phone number on the **front** of this notice or write to us at the address on the **front** of this notice. Sometimes this is the fastest way to solve any problem you may have. We encourage you to do this even when you have asked for a fair hearing.

2. **STATE FAIR HEARING** – You have **90** days from the date of this notice to ask for a fair hearing.

HOW TO ASK FOR A FAIR HEARING: You can ask for a fair hearing by **mail**, by **phone**, by **fax** or **online**.

Mail: Send a copy of this notice *completed* to the Office of Administrative Hearings, New York State Office of Temporary and Disability Assistance, P.O. Box 1930, Albany, New York 12201. Please keep a copy for yourself.

☐ I want a fair hearing. I do not agree with the agency’s action. (You may explain why you disagree below, but you do not have to include a written explanation.)

Phone: 800-342-3334 (PLEASE HAVE THIS NOTICE WITH YOU WHEN YOU CALL.)

Fax: Fax a copy of the front and reverse of this notice to: (518) 473-6735 or

Online: Complete an online request form at: <http://www.otda.ny.gov/oah/forms.asp>.

If you cannot reach the New York State Office of Temporary and Disability Assistance by phone, by fax or online, please write to ask for a fair hearing before the deadline.

WHAT TO EXPECT AT A FAIR HEARING: The State will send you a notice that tells you when and where the fair hearing will be held.

At the hearing, you will have a chance to explain why you think our decision is wrong. You can bring a lawyer, a relative, a friend or someone else to help you do this. If you cannot come yourself, you can send someone to represent you. If you are sending someone who is not a lawyer to the hearing instead of you, you must give this person a letter to show the hearing officer that you want this person to represent you at the hearing.

At the hearing, you and your lawyer or other representative will have a chance to explain why we are wrong and a chance to give the hearing officer written papers that explain why we are wrong.

To help you explain at the hearing why you think we are wrong, you should bring any witnesses who can help you. You should also bring any papers you have, such as: pay stubs, leases, receipts, bills, doctor’s statements.

At the hearing, you and your lawyer or other representative can ask questions of witnesses which we bring or which you bring to help your case.

LEGAL ASSISTANCE: If you think you need a lawyer to help you with this problem, you may be able to get a lawyer at no cost to you by contacting your local Legal Aid Society or other legal advocate group. For the names of other lawyers, check your Yellow Pages under “Lawyers”.

ACCESS TO YOUR FILE AND COPIES OF DOCUMENTS: To help get ready for the hearing, you have a right to look at your case file. If you call or write to us, we will provide you with free copies of the documents from your file that we will give to the hearing officer at the fair hearing. Also, if you call or write to us, we will provide you with free copies of other documents from your file that you think you may need to prepare for your fair hearing. To ask for documents or to find out how to look at your file, call us at the Record Access phone number on the **front** of this notice or write to us at the address on the **front** of this notice.

If you want copies of documents from your case file, you should ask for them ahead of time. They will be provided to you within a reasonable time before the date of the hearing. Documents will be mailed to you only if you specifically ask that they be mailed.

INFORMATION: If you want more information about your case, how to ask for a fair hearing, how to see your file, or how to get additional copies of documents, call us at the phone numbers on the **front** of this notice or write to us at the address on the **front** of this notice.



1A



(PERF)

(PERF)

NEW YORK STATE

BENEFIT
IDENTIFICATION CARD

Identification Number

Sex

Birth Date

XXXXXXXX



LAST NAME

FIRST NAME

M.I.

TEMPORARY

600486

ISO#

ACCESS NUMBER

SEQ.#

EXPIRES

(PERF)

(PERF)

New York State

(PERF)

USER ID



1A



(PERF)

(PERF)

CLIENT SIGNATURE at IM, FS OR MA Center

X

DATE

WORKER SIGNATURE at IM, FS OR MA Center

X

DATE

CLIENT SIGNATURE at over the counter Card Issuance Site

X

DATE

WORKER SIGNATURE at over the counter Card Issuance Site

X

DATE

(PERF)

(PERF)

(PERF)

PROPERTY OF
NEW YORK STATE
MUST BE SURRENDERED ON DEMAND

FRAUDULENT USE OF THIS CARD IS A PUNISHABLE OFFENSE

**NOT VALID
UNLESS SIGNED**

**CARD HOLDER - Present this card to the proper vendor to receive
authorized benefits or Medical services.**

REIMBURSEMENT TO PROVIDERS OF BENEFITS OR MEDICAL
SERVICES AUTHORIZED BY NYS ELECTRONIC VERIFICATION
SYSTEMS IS DEPENDENT ON VERIFICATION BY THE
APPROPRIATE SYSTEM.

LDSS-4113-2 (Rev. 2/04)

(PERF)



B-1A

BACK; HEAD TO HEAD

ERROR TURNAROUND
LDSS 3209-A (REV 8/07)

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| CASE NUMBER | | | | | | | | | | REUSE IND | | PAGE | | | | | | | | | | OF | | CYCLE NO | | | |
| AUTHORIZATION NO | | | | | | | | | | CASE STATUS | | | | APP DATE | | | | TRANS DATE | | | | TRANS TYPE | | | | | |
| CASE NAME | | | | | | | | | | CLIENT NOTICES | | | | | | | | | | | | | | | | | |
| TRANS TYPE | | CASE REAS CD | | PA/FS REAS CD | | PAMA REAS CD | | SAFETY NET | | NOTICE IND | | NOTICE NUMBER | | LAN CODE | | | | | | | | | | | | | |
| AUTH PERIOD | | TO | | RECEIPT DATE | | MLR DT | | MM | | YY | | OFFICE CODE | | UNIT ID | | WORKER ID | | | | | | | | | | | |
| FS AUTH PERIOD | | TO | | FS CODE | | TOP | | HII | | TRANS | | | | | | | | | | | | | | | | | |
| CASE TYPE | | EMER IND | | FISC DIST | | TRACKING | | RESP FOR CASE | | | | | | | | | | | | | | | | | | | |
| REP CODE | | IV-D IND | | SP CD | | HEAP INC | | PARENT IND | | 60 CT | | 24 CT | | ABAWD | | CO-OP CASE NUMBERS | | | | | | | | | | | |
| RESIDENT ADDRESS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CITY/TOWN | | | | | | | | | | ST | | ZP CD | | PHONE | | | | | | | | | | | | | |
| CARE OF | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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AUTHORIZATION CHANGE
LDSS 3209-1 (REV 5/11)

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| AUTH PERIOD | | | | | | | | | | TO | | | | | | | | | | RECEIVED DATE | | | | | | | | | | FS IN | | | | | | | | | | OFFICE CODE | | | | | | | | | | UNIT ID | | | | | | | | | | WORKER ID | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| EXTENSION DATA | | | | | | | | | | FS MA | | | | | | | | | | | | | | | | | | | | OFFICE CODE | | | | | | | | | | | | | | | | | | | | UNIT ID | | | | | | | | | | | | | | | | | | | | WKR ID | | | | | | | | | | | | | | | | | | | | SUPPRESS SEP DET | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ASSOCIATED NAMES AND ADDRESSES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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APPLICATION TURNAROUND DOCUMENT

LDSS 3636-1 (REV 4/11)

DIST

CYCLE NO

CASE NUMBER

PAGE

OF

APP DATE

TRANS DATE

TRANS TYPE

CASE NAME

CLIENT NOTICES

TRANS TYPE

CASE REAS CD

PA/FS REAS CD

PA/MA REAS CD

SAFETY NET

NOTICE IND

NOTICE NUMBER

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AUTH PERIOD

TO

RECD DATE

FS IN

OFFICE CODE

UNIT ID

WORKER ID

FS AUTH PERIOD

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CO-OP CASE NUMBERS

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RESIDENT ADDRESS

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MAILING ADDRESS

LOCAL DATA

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18

CITY/TOWN

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SUPPRESS SEP DET

RECOUPMENT

PAY LN

AMOUNT

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AMOUNT

PAY LN

AMOUNT

| LINE NO | P P R A G R | FIRST NAME | M I | LAST NAME | SSN CD | SSN | MS | CLIENT NO | S E X | DATE OF BIRTH | | | SSI STAT | REL | DE GR | CAT CODE | EMPL CODE | P/MA INDIV | FS INDIV | ST/FED | LMT EXM | MOM LN | VET STAT | RACE | | | | ED STAT | CIT |
|---------|-------------|------------|-----|-----------|--------|-----|----|-----------|-------|---------------|-----|------|----------|-----|-------|----------|-----------|------------|----------|--------|---------|--------|----------|------|---|---|---|---------|-----|
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| O N T A H M E E R S | LINE NO | CD | FIRST NAME | M I | LAST NAME | LN | DATE ENT COUNTRY | | | ALIEN NO | DATE OF STATUS | | | SP | TPHI | IND STAT | P/MA INDIVIDUAL EFFECTIVE DATE | FS INDIVIDUAL EFFECTIVE DATE | COV CODE | MA COVERAGE DATES | | PRIN PROV | CC CODE | E B I S | A F I S |
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| F U T A N T I C | LINE NO | CODE | MO | DAY | YR | LINE NO | CODE | MO | DAY | YR | | | | | | | | | | |
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DATE

WORKER

DATE

AUTHORIZED BY

OVER

| | ACT | PAY TYPE | METH | AMOUNT | ISSU | PAY SCH | PK UP | PERIOD DATE | | IND LN | SPC CLM | VENDOR ID | CHECK / FSB / VOUCHER NUMBER |
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| E N E R G Y | R E S T R I C T I O N | PAY LN | AMOUNT | HEAP VENDOR ID | CUSTOMER ACCOUNT NO |
|-------------|-----------------------|--------|--------|-----------------|---------------------|
| | | | | VENDOR ID | CUSTOMER ACCOUNT NO |
| | | | | REPLACE LINE NO | CK/FS NUMBER |
| | | | | REPLACE LINE NO | CK/FS NUMBER |

REGISTRY
CASE NUMBER

BUDGET/
VERSION NO.
015

NOTICE
BUDGET NO.
016

PA/MA

CTR 020UNIT WORKER 021

F.S.

CTR 022UNIT WORKER 023

M 3E 053

NYCHA

PROJ. NO. 030ACCT. NO. 031

FS INTW 060

TI 061

APP SRC 062

RCRT SRC 063

NEW AUTHORIZATION NUMBER

WMS/NYC AUTHORIZATION

HSE NO. 041

ST. NAME 042

APT. NO. 043

UTILITY GUAR. 044

CITY TOWN 045

STATE 046ZIP 04705PHONE 049

051M A D D R E S S

APT. NO. 052

FAC NAME 059

CITY TOWN 055

STATE 056ZIP 057

B/CD

DIN 058

1

CASE NAME 208

SUF 201

FS SUF 212

CAT 209

LANG SP 255

LANG READ 281

RVI 282

HMBD 220

MA RESP 219

MA RCT 218

EMG 270

FROM 271

TO 272

SP IND 273

Life Line 258

ABBR CNS 259

STAT 221

REAS 222

FROM 226

TO 227

AMP 225

ROUT 224

MA 240

REAS 241

FROM 242

TO 243

FS 230

REAS 231

FROM 235

TO 262

ROUT 233

NTC 280

SNET IND 274

2

CASE NAME 208

SUF 201

FS SUF 212

CAT 209

LANG SP 255

LANG READ 281

RVI 282

HMBD 220

MA RESP 219

MA RCT 218

EMG 270

FROM 271

TO 272

SP IND 273

Life Line 258

ABBR CNS 259

STAT 221

REAS 222

FROM 226

TO 227

AMP 225

ROUT 224

MA 240

REAS 241

FROM 242

TO 243

FS 230

REAS 231

FROM 235

TO 262

ROUT 233

NTC 280

SNET IND 274

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CASE NAME 208

SUF 201

FS SUF 212

CAT 209

LANG SP 255

LANG READ 281

RVI 282

HMBD 220

MA RESP 219

MA RCT 218

EMG 270

FROM 271

TO 272

SP IND 273

Life Line 258

ABBR CNS 259

STAT 221

REAS 222

FROM 226

TO 227

AMP 225

ROUT 224

MA 240

REAS 241

FROM 242

TO 243

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REAS 231

FROM 235

TO 262

ROUT 233

NTC 280

SNET IND 274

SUFFIX 300

LINE 308

CIN 301

CLIENT'S NAME

FIRST 311MI 312LAST 310

BIRTH 316

SEX 315

VALIDATE 321

SSN 322

CAT CD 372

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STAT 330REAS 331DATE 332

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STAT 350REAS 351DATE 352

ST/FED

CODE 307DATE MM 325 YY

BVI 366

MSP 345

DAI 367

PID 348

SUFFIX 300

LINE 308

TASA 304

EMP 375

AD EX 365

TPHI /MCR

SSI 320

BCS 328

REL 329

CBIC

CC 378CDC 383

STUDENT ID NUMBER 323

CHT 380

VET 324

OTM 379

ALIEN

ACI 382REG. NUMBER 381D O S 389D E C 347

HISP/LAT 395

RACE / ETHNIC

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MAR 387

EDUC 388

HDO 390

MO. CHILD 391

AFIS EX 392

TL-EX 393

MA COVERAGE

CODE 343FROM DA TE 376TO DATE 377

EPI 344

OTHER NAMES

LINE 360CODE 361FIRST 362MI 363LAST 364

PA/F S REC'T

INTERVIEW DATE 011CED DATE 012

ORIGINATOR CODE

ELIGIBILITY WORKER

DATE

GROUP SUPERVISOR

DATE

CRT OPERATOR

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CONTROL CLERK

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CONTROL DIRECTOR

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DATE

PREPARATION DATE

LDSS-3517 (REV. 4/15)

LDSS 3209-2 (REV 5/11)

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| DATE | WORKER | DATE | AUTHORIZED BY | OVER |
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| ACT | PAY TYPE | METH | AMOUNT | ISSU | PAY SCH | PK UP | PERIOD DATE | | IND LN | SPC CLM | VENDOR ID | CHECK / FSB / VOUCHER NUMBER | | | | | | | | | | |
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| ENERGY RESTRICTION | PAY LN | AMOUNT | HEAP VENDOR ID | CUSTOMER ACCOUNT NO | | | | | | | | | | | | | | | | | | |
| | | | VENDOR ID | CUSTOMER ACCOUNT NO | | | | | | | | | | | | | | | | | | |
| | | | REPLACE LINE NO. | | CK/FS NUMBER | | | | | | | | | | | | | | | | | |
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| DATE OF BIRTH | | SSI STAT | REL | DE GR | CAT CODE | EMPL CODE | PA/MA INDIV | FS INDIV | MA INS RC | ST/FED | LMT EXM | MOM LN | VET STAT | RACE H I A B P W | | | ED STAT | CIT | WAIVERS | | | |
| DAY | YEAR | | | | | | | | | | | | | | | | | D/A | IV-D | LMT | OTH | |
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| MO | DAY | YR | | | | | | | | | FROM | | TO | | | | | | | | | |
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| DATE | | | | | | AUTHORIZED BY | | | | | | OVER | | | | | | | | | | |

APPLICATION TURNAROUND DOCUMENT

LDSS 3636-2 (REV 4/11)

DIST

CYCLE NO

CASE NUMBER

PAGE

OF

APP DATE

TRANS DATE

TRANS TYPE

CASE NAME

CLIENT NOTICES

TRANS TYPE

CASE REAS CD

PA/FS REAS CD

PA/MA REAS CD

SAFETY NET

NOTICE IND

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CO-OP CASE NUMBERS

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LOCAL DATA

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CITY/TOWN

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RECOUPMENT

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AMOUNT

PAY LN

AMOUNT

| LINE NO | P P R A G R | FIRST NAME | M I | LAST NAME | SSN CD | SSN | MS | CLIENT NO | S E X | DATE OF BIRTH | | | SSI STAT | REL | DE GR | CAT CODE | EMPL CODE | P/MA INDIV | FS INDIV | | ST/FED | LMT EXM | MOM LN | VET STAT | RACE | | | | ED STAT | CIT |
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| O N T A H M E E R S | LINE NO | CD | FIRST NAME | M I | LAST NAME | LN | DATE ENT COUNTRY | | | ALIEN NO | DATE OF STATUS | | | SP | TPHI | IND STAT | P/MA INDIVIDUAL EFFECTIVE DATE | FS INDIVIDUAL EFFECTIVE DATE | COV CODE | MA COVERAGE DATES | | PRIN PROV | CC CODE | E B I - S O S | A F I S |
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| F U T A N T I C | LINE NO | CODE | MO | DAY | YR | LINE NO | CODE | MO | DAY | YR |
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| | | | | | | | | | | |
| | 1 | | | | | 4 | | | | |
| | 2 | | | | | 5 | | | | |
| | 3 | | | | | 6 | | | | |

DATE

WORKER

DATE

AUTHORIZED BY

OVER

| | ACT | PAY TYPE | METH | AMOUNT | ISSU | PAY SCH | PK UP | PERIOD DATE | | IND LN | SPC CLM | VENDOR ID | CHECK / FSB / VOUCHER NUMBER |
|----|-----|----------|------|--------|------|---------|-------|-------------|----|--------|---------|-----------|------------------------------|
| | | | | | | | | FROM | TO | | | | |
| 1 | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | |
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| 5 | | | | | | | | | | | | | |
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| 7 | | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | |

| E N E R G Y | R E S T R I C T I O N | PAY LN | AMOUNT | HEAP VENDOR ID | CUSTOMER ACCOUNT NO |
|-------------|-----------------------|--------|--------|-----------------|---------------------|
| | | | | VENDOR ID | CUSTOMER ACCOUNT NO |
| | | | | REPLACE LINE NO | CK/FS NUMBER |
| | | | | REPLACE LINE NO | CK/FS NUMBER |

INSTRUCTIONS FOR VENDOR COMPLETION/USE

Copy 1 of this form (the white copy) must be returned to Social Services, Accounting, in order to receive payment from the Agency.

Provide only the services/supplies indicated in the Service/Payment Type area. Only provide these to the recipients indicated on the form.

Do not accept this form if you are not the vendor noted on the form, or if the form has been changed or defaced.

Please indicate the amount claimed for each case on the voucher, (and the attached list if one has been sent to you), and the total amount claimed on the bottom of the form. Do not include sales tax.

Note that if an authorized amount appears on the Voucher the agency will not pay a greater amount.

The Services that you have provided must have occurred during the services billing period printed on the form.

Social Services must also be in receipt of a bill for these services before payment will be made.

The yellow copy is for your files.

LDSS 3209-4 (REV 5/11)

DATE _____

WORKER

DATE _____

AUTHORIZED BY

OVER

