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**New York State
Department of Health
*Division of Family Health
Center for Community Health***

**Migrant and Seasonal Farmworker
Health Program
Request for Applications (RFA)**

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Letter of Interest Due: September 14, 2007

Applications Due: October 19, 2007

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I. Introduction

Intent of Request for Applications (RFA)

The New York State Department of Health is pleased to announce the availability of up to \$ 889,600 to “**provide access to high quality, culturally and linguistically appropriate health and social support services to improve the health status of migrant and seasonal farmworkers (MSFWs) and their families.**” The primary focus of this initiative is on “true” MSFWs, defined as: *individuals who are employed in agriculture on a seasonal basis that establish a temporary residence for the purpose of such employment.* The Department is requesting applications from qualified and experienced service providers with recognized ties to the migrant/seasonal farmworker population in New York State. Funding is available to provide for two components or categories of services: Component A - *General Adult Services*, and Component B - *Child Services*. Component A seeks to develop and implement a coordinated program that provides health and social support services for MSFWs including screening, diagnosis, and referral for specific conditions, and medical and dental services. Component B - seeks to develop and implement a coordinated program that offers comprehensive primary and preventive health services specifically targeted to the minor children (< 18 years) of MSFWs. Applicants may apply to provide either (A or B) or both (A and B) types of services.

Some global, long-term outcomes sought include: (a) reduction in disparities in health status and improved quality of life for MSFWs and their families, (b) local MSFW-focused collaborations successfully tap an array of resources to meet health and other needs of this population, including food, housing, clothing, etc., and (c) improved infrastructure and partnering at local level for assessment, planning and coordination of services to MSFWs and their families.

Description of Migrant and Seasonal Farmworker (MSFW) Health Program

Before 1987, the primary focus of “migrant health” was the condition of migrant labor camps. In response to increases in the medically underserved in rural areas and constraints on migrant farmworker access to health care, the state’s Migrant and Seasonal Farmworker (MSFW) Health Program was established in 1988.

The Department of Health’s MSFW Health Program currently provides funding (\$ 789,600) to 15 contractors including seven county health departments, three community health centers, one hospital, a day care provider with 12 sites statewide, and three other organizations. Services are delivered in over thirty counties across New York State. Each contractor provides a different array of services that may include outreach, transportation, interpretation/translation, health education, primary/preventive medical and dental services, and linkage to services provided by other health and social support programs. The services are designed to reduce barriers that discourage migrants from obtaining care such as inconvenient health clinic hours, lack of bilingual staff and lack of transportation. Health screening, referral and follow-up are often provided in migrant camps.

Currently funded MSFW service providers are focused on achieving four, core goals: (1) leading the development of a comprehensive local response to the health and human resource needs of the

MSFW population and their families, (2) providing access to health and human services for MSFWs and their families, (3) providing health education to MSFWs and their families in their native language that is culturally sensitive, and promotes optimal health, and (4) providing primary and preventive health care to MSFWs and their families.

Based on data from the existing 15 contracted providers about 12,600 MSFWs and 5,400 of their children received medical/dental and enabling services in 2005. There were about 4,300 screenings for HIV/AIDS, STD, and TB; 2,400 screenings for vision and lead; 17,000 screenings for blood pressure; and 4,200 immunizations. Additionally, enabling and support services included 19,600 health education encounters, 18,800 instances of interpretation/translation, and 16,200 instances of transportation.

Funding: \$ 889,600

A total of \$ 779,600 for *General Adult Services* (Component A) and *General Adult and Child Services* (Components A and B), and \$ 110,000 for *Child Services* (Component B) is anticipated for calendar year 2008. Applicants may apply to provide either (A or B) or both (A and B) types of services. Only one application is needed and permitted per applicant. (Note: multiple applications from the same applicant will not be reviewed or funded.) For a 12-month period, the Department of Health will provide grants up to \$ 35,000 per project for provision of services to MSFWs (Component A only), OR provision of services to their minor children (Component B only). Grants up to \$ 45,000 per project per year will be provided for services to both MSFWs and their children (Components A and B; serving a *minimum* of 100 adults and 100 children, 0 - 18 years; this minimum number, 100, only applies to applicants seeking to provide both Component A/adults and B/children services).

Increased funding, up to \$ 25,000, will be available for projects (selecting Component A or B or both A and B) that serve a catchment area covering multiple counties. Eligibility for such additional funding breaks down as follows:

- \$ 5,000 add'l funds for serving 2-3 counties
- \$ 10,000 add'l funds for serving 4-5 counties
- \$ 15,000 add'l funds for serving 6-7 counties
- \$ 20,000 add'l funds for serving 8-9 counties
- \$ 25,000 add'l funds for serving 10 or more counties

Also, increased funding, up to \$ 40,000, will be available for projects that realistically plan to serve large numbers of MSFWs and/or their children annually (Component A or B or both A and B). Eligibility for such additional funding breaks down as follows:

- \$ 10,000 add'l funds for serving 500 - 999 MSFWs and/or their children
- \$ 15,000 add'l funds for serving 1,000 - 1,499 MSFWs and/or their children
- \$ 20,000 add'l funds for serving 1,500 - 1,999 MSFWs and/or their children
- \$ 25,000 add'l funds for serving 2,000 - 2,499 MSFWs and/or their children
- \$ 30,000 add'l funds for serving 2,500 - 2,999 MSFWs and/or their children
- \$ 35,000 add'l funds for serving 3,000 - 3,499 MSFWs and/or their children

- \$ 40,000 add'l funds for serving 3,500 or more MSFWs and/or their children

A summary of maximum grant awards per applicant (project) is provided in the following table.

Maximum Grant Awards for Serving MSFWs and/or Their Children

Service Component	Only Component A (MSFWs)	Only Component B (Children of MSFWs)	Both Components A and B (MSFWs/Children)
Funding Level (up to)	\$ 35,000	\$ 35,000	\$ 45,000
<u>Maximum</u> Add'l Funds for Serving Multiple Counties (10 or more)	\$ 25,000	\$ 25,000	\$ 25,000
<u>Maximum</u> Add'l Funds for Serving 3,500 or More MSFWs and/or their Children	\$ 40,000	\$ 40,000	\$ 40,000
<u>Maximum Funding Level Possible*</u>	\$ 100,000	\$ 100,000	\$ 110,000

** It may be possible for an applicant to receive an award which exceeds these maximum funding levels. In the event that no application is received from a region of the state with MSFWs additional funds may be awarded to one or more applicants in an adjacent catchment area who are willing to serve these MSFWs.*

The initial contract period for these awards is expected to be January 1, 2008 through December 31, 2008 and may be renewed for up to four additional one-year periods. Each subsequent contract year begins on January first and ends December 31 of the same year, contingent on satisfactory performance, availability of funds and approval of an annual Workplan and Budget.

For additional information on the “Methodology to Determine Grant Award Amounts” and “Criteria for Allocation of Funds” see pages 17 - 19 of this RFA.

Description of the Problem / Background Information

New York’s estimated 24,000 migrant and seasonal farmworkers are an indispensable part of the state’s \$ 3 billion agricultural industry and it’s imperative that these workers and their families be afforded quality health care. Agribusiness is an important component of New York’s economy, ranking as one of the leading industries in the state. Migrant and seasonal farmworkers (MSFWs) play a critical role in maintaining state and local economies by preparing for market many of the fruits and vegetables grown in the state. MSFWs help maintain New York’s position in the industry and they incur inherent health risks that the MSFW Health Program and this RFA seek to address.

These agricultural workers face unique impediments in accessing and sustaining contact with the health care system. Annually only about two-thirds of New York's MSFWs receive health care services and less than 20% have public or private health insurance coverage. Over 70% of MSFW families live below the poverty line. MSFWs and their families are often distanced from the health care system not just by geography, but also by culture, language, and lack of knowledge and financial resources. The MSFW's mobility makes continuity of care especially difficult to establish. During the growing season, MSFWs often work long hours and are not compensated when they are away from the fields or orchards. When income is solely dependent on the number of hours worked each day, this agricultural worker may need to make a choice between seeking medical care or being paid. Consequently, medical conditions often reach serious levels before attention is sought. Although those with disabling conditions are not likely to stay in the migrant workforce, diseases such as hypertension, arthritis, alcoholism, diabetes and dental caries are common. MSFW's also tend to have higher rates of infection (skin, eye, ear, dental, lung, urinary) and gastrointestinal problems as a result of poor diet, poor sanitation, poor housing and challenging working environments.

The strenuous nature of this type of agricultural work predisposes the MSFW to occupational injuries. Farm work is ranked as the third most hazardous occupation in the nation behind mining and construction. Common occupational health concerns for these farmworkers are associated with an increased risk for musculoskeletal trauma/injury and degenerative disorders. Dermatitis and respiratory problems caused by natural fungi, dust and pesticides are also observed.

II. Who May Apply

Minimum Eligibility Requirements: This RFA is targeted to county public health agencies, municipalities and not-for-profit agencies and entities. They must be able to demonstrate adequate capacity, competence and planning to serve the targeted MSFW population.

Funds are targeted toward providers that serve MSFWs who work on farms in mostly rural counties. However, even counties of large cities like Buffalo, Syracuse and Albany --- namely Erie, Onondaga and Albany Counties --- have MSFWs that require medical and support services. Providers in all counties outside of New York City boroughs are eligible to apply.

Not-for-profit, county health department and municipal applicants eligible to apply under this initiative include:

- hospitals and diagnostic and treatment centers licensed under Article 28 of the Public Health Law;
- community health centers, approved under section 330 of the Public Health Services Act; and other community health centers;
- managed care organizations certified under Article 44 of the Public Health Law;
- county health departments possessing Article 28 licensure;
- community-based organizations, consortia and other agencies with a demonstrated history of serving this population; and
- other agencies certified or licensed under one of the above criteria.

Note: Applicants should demonstrate linkage via letters of support from: (1) the county health department(s) which at a minimum will be responsible for communicable disease reporting and follow-up, and (2) other key partners which are necessary for meeting the health and enabling/support service needs of MSFWs and their families.

III. Project Narrative / Desired Workplan Outcomes

Problems/Issues to Be Solved via This RFA

Through Component A this initiative provides for health and social support services for migrant and seasonal farmworkers (MSFW), including screening, diagnosis, and referral for specific conditions and medical and dental services. Health education/promotion and enabling services that decrease barriers to health care access will also be supported. These include camp outreach, interpretation/translation, transportation, and convenient hours for service delivery. In addition, through Component B this initiative provides preventive and primary health services specifically targeted to minor children (up to age 18 years) of MSFWs.

Expectations and Goals of Proposed Project

The primary purpose of this project is to “**provide access to high quality, culturally and linguistically appropriate health and social support services to improve the health status of migrant and seasonal farmworkers (MSFWs) and their families.**” The primary focus of this initiative is on “true” MSFWs, defined as: *individuals who are employed in agriculture on a seasonal basis that establish a temporary residence for the purpose of such employment.* Families that have “settled-out” or resettled, that is, individuals who once followed the migrant stream and then decided not to follow the crop and to settle in a given community, are not the primary focus. Many of these resettled families are eligible for the same health and social resources available to other community residents.

Applicants will need to address four, core goals of the state’s MSFW Health Program:

- GOAL 1 *Lead the Development of a Comprehensive Local Response to the Health and Human Resource Needs of the MSFW Population and Their Families.*
- GOAL 2 *Provide Access to Health and Human Services for MSFWs and Their Families.*
- GOAL 3 *Provide Health Education to MSFWs and Their Families in Their Native Language That Is Culturally Sensitive, and Promotes Optimal Health*
- GOAL 4 *Provide Primary and Preventive Health Care to MSFWs and Their Families.*

Applicants will need to achieve these goals by providing the Component A and/or B services and/or coordinating with community partners for provision of these services. Applicants should assure accessible and available services that are compatible with the MSFW occupational realities and lifestyle. Where possible, screenings, preventive health and

occupational safety efforts should reach out during convenient days/times and locations including migrant camps, plant dormitories or local housing known to be inhabited by MSFWs and their families.

Best Practice Examples for Meeting Needs

Successful applicants should consider the “Best Practices” outlined below as activities that have proven successful in appropriate circumstances:

1. Coordinated Service Delivery with Community Partners

- Working closely with farmers and growers to develop good working relationships in order to better understand the health and other needs of MSFWs and their families, and the labor needs of local farmers/growers;
- Planning with multiple community agencies within and across counties to ensure that health and social support services provided are comprehensive and eliminate duplication;
- Linkages to county health departments (for non-county health department applicants) with detailed agreements on addressing relevant public health concerns including (at a minimum) communicable disease reporting and follow-up;
- Linkages to federally-funded Migrant/Community Health Centers and the federally-funded voucher programs for medical/dental care.
- Facilitating linkages of farmworkers and their families to food pantries, entitlements, and for follow-up preventive, primary and specialty care;
- Holding pre and post-growing season meetings with farmers/growers and community providers including county health departments to plan for the arrival of MSFWs and their families and coordinate access to services, and to review the effectiveness of combined efforts after the season is over; and
- Networking with local social services (for example, establishing a mechanism to facilitate enrollment for eligible benefits), emergency service and law enforcement, faith community (for example, bilingual services, second-hand goods, social networks), food pantries and schools to establish linkages to this population.

2. Addressing Linguistic, Cultural and Transportation Barriers to Services

- Conducting in-camp outreach, screening and even ‘mobile’ primary care services where the farmworkers and their families reside and at times when they are available such as after work;
- Using innovative ways to reach the population including mobile medical or dental services and providing “health care without walls”;
- Establishing and participating in a community partnership (collaboration, advisory board) with service providers, farmers/growers, MSFWs and other key stakeholders; (see # 1 above)
- Hiring bilingual and bicultural professional staff; and

- Identifying and training qualified, ‘re-settled’ individuals fluent in the English language to work with professional staff to conduct bilingual and culturally appropriate outreach and to provide supportive services.

3. *Continuity of Care Assurance*

- Providing instruction on how to access care in the off season to clients who may ‘winter over;’
- Accessing previous medical records, when possible, offering portable medical records and providing for linkages with providers outside of the area, as needed;
- Helping to sustain the migrant family’s contact with the health care system in order to provide necessary diagnostic and treatment services and to link them to care in their new location; and
- Assisting with Medicaid, Medicare or Child Health Plus enrollment and/or accessing other appropriate health care or social support services, such as Family Health Plus, WIC, PCAP or food stamps.

Other Program/Service Requirements

The following program and service requirements apply to both the *General Adult Services* (Component A) and *Child Services* (Component B):

- Medical and dental services provided in a clinic setting must be provided either at no cost to the MSFW, or at a charge determined by a zero-based, sliding fee schedule;
- No MSFW or their dependent may be denied services because of inability to pay;
- Applicants who plan to provide direct health services are required to maximize all third party revenue from Medicaid, Child Health Plus, etc.; all revenues generated by third party and patient fees must be returned to the MSFW project;
- All proposals providing screening, either as a discrete service or in conjunction with other health services, must include a detailed plan for referral and follow up, and assistance in meeting the costs of services to which referrals are made;
- All health services provided to children must be consistent with the New York State Child/Teen Health requirements. The Child/Teen Health Plan is New York State’s Medicaid Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program. Requirements can be accessed through the following web site: <http://www.emedny.org/ProviderManuals/EPSDTCTHP/index.html>. It is an initiative to provide comprehensive preventive health care and diagnostic treatment and follow-up to children who are eligible for Medicaid, up to the age of 21;
- Services to children at Agribusiness Child Development (ABCD) Day Care Centers or Migrant Education sites and services in camp settings should be provided with no out-of-pocket cost to the MSFWs; and

- Providers must adhere to Article 28 requirements regarding confidentiality and informed voluntary consent.

Reporting and Monitoring Requirements

Successful applicants will be asked to prepare comprehensive quarterly and annual narrative and statistical progress reports. A program surveillance and monitoring tool will be used to evaluate program effectiveness (i.e., that the four goals and their measurable objectives have been achieved through specific documented activities as stated in the applicant's Workplan). The surveillance/monitoring instrument will be administered in two stages: first, as a self-evaluation tool, and again as the tool used by Department of Health staff to evaluate the effectiveness of the program with staff who are directly involved in program activities.

The applicant organization, if funded, must provide program and financial information to the Department of Health in the requested format. Successful applicants will be expected to maintain an accounting system that will permit identification of all expenditures and revenues for activities funded by the grant. The Department of Health also reserves the right to conduct site visits as necessary throughout the grant period.

IV. Application Completion and Review

Applicants are strongly encouraged to comply with all requirements pertaining to application content, format and page limits. In scoring the application points will be subtracted for failing to adhere to these requirements, for example: (a) up to 3 points will be subtracted for formatting deficiencies related to margins and font size, (b) 0.5 points will be subtracted for each section where the page limitation is exceeded, and (c) 1 point will be subtracted for missing forms such as organization chart, project timeline, collaboration summary, etc.

These requirements are necessary to maintain a fair and uniform standard among applicants.

A. Application Components/Content

A completed application consists of the following items, clearly labeled and presented in the order indicated below. **(Note: Only one application is needed and permitted per applicant. If multiple applications are received from the same organization, all applications from that organization will be eliminated from review.)**

- * Application Cover Sheet (use Attachment 1)
- * Statement of Assurances and Certifications (use Attachment 2)
- * Table of Contents
- * Narrative Section
 1. Program Summary
 2. Statement of Needs and Assets
 3. Agency Capability (+ Organizational Chart and MSFW Collaboration Summary; use Attachment 3)
 4. Workplan (narrative section) and Timeline

- 5. Evaluation Plan
- 6. Certificate of Incorporation
- 7. Budget Instructions and Forms (use Attachment 4)
- * Workplan (Forms/Template – use Attachment 5)
- * Vendor Responsibility Questionnaire (use Attachment 6)
- * Letters of Support (from key partners/stakeholders)

Application Cover Sheet (1 page)

A form is provided in (Attachment 1) that will serve as the Application Cover Sheet. This form may be recreated on the applicant’s computer, provided the applicant strictly adheres to the given format.

This form must be completed and signed by an official in the applicant organization having the authority to agree to and ensure deliverables in the application, usually the Chief Executive Officer or the Chairperson of the Board of Directors. The Cover Sheet must also provide the name of a person who should be contacted by those seeking information about your application. Needed contact information includes: a full mailing address, telephone number and extension, fax number and E-mail address. Also, please indicate on the Cover Sheet the number of MSFWs (Component A) and/or their children (Component B) to be served, the region(s) of the state to be served, the names of counties to be served, the estimated number of farms and/or food processing plants, and farm labor camps the applicant proposes to serve. See Attachment 9 for map of the six regions of the state.

NOTE: Be clear regarding whether you are seeking funding for Component A (MSFWs) and/or B (Children of MSFWs), and the region(s) of the state you plan to serve by checking off the appropriate boxes on the Application Cover Sheet. Applicants may apply for more than one region by indicating that on the Cover Sheet. Only one application is needed and permitted per applicant. If multiple applications are received from the same organization, all applications from that organization will be eliminated from review.

Applications SHOULD NOT exceed 20 double-spaced typed pages (not including the Cover Page, Workplan and Budget Forms and other attachments), using a normal (12) font and 1 inch margins all around. (Note: page limitations are applicable to all three types of applications: Component A, Component B, Components A and B.)

Table of Contents (1 page)

The Table of Contents should indicate the location of all required components of your application including attachments.

Project Narrative (Total = 100 points, Maximum of 20 pages)

1. Program Summary (5 points, 1 page) - Summarize your proposed program, including your

measurable objectives and activities to meet the four stated goals (see pages 7 or 13) for providing services to MSFWs via Component A and/or their minor children (< 18 years) via Component B.

2. Statement of Needs and Assets (15 points, 3 pages max) - Describe the catchment area you plan to serve and why you chose it. Describe how you determined there is a problem/need in that catchment area, and summarize the evidence. Also include the following information in your Statement of Needs and Assets:

(a) *Target Population and Context* - Describe the MSFW population you wish to serve, adults or children or both; list the Region(s) of the state (see map, Attachment 9) and the geographic areas (e.g., villages, townships, counties and zip codes) to be served; provide the number and type of existing assets: farms, migrant/labor camps, processing plants, and the location of any Agri-Business Child Development Centers (Migrant Head Start/day care) or federally funded Migrant/Community Health Center and other key service providers in the proposed catchment area, including Migrant Education.

(b) *Issues, Barriers and Gaps* - Describe the issues, barriers and gaps in services to health care that you have identified for the specific MSFW population you plan to serve; include methods used to determine identified problems/needs; specify those issues, barriers and gaps you specifically have chosen to address in your application/proposal; include any pertinent data which would substantiate your description.

(c) *Current Services and Plans to Meet Needs* - Describe the existing services identified above in the selected catchment area and how your proposed activities would provide an improvement in health benefits and/or enhance the quality of care that MSFWs and their families currently receive through the integration and collaboration of activities and agencies.

3. Applicant Capability (15 points, 3 pages max) - This section should include the following four components.

(a) *Organization Mission/Structure/Staff/Commitment* - Describe your agency, its mission, services and capacity. Describe the organizational structure of your proposed program, including essential staff and their qualifications (degrees, licensure, certification, relevant experience, etc.). Also, describe how your proposed program will be integrated into your current organizational structure and include an Organizational Chart covering personnel names/titles, chain of command and lines of communication and decision making with your application.

(b) *Services* - Summarize the scope of services your agency presently provides to MSFWs and/or their families, and similar vulnerable, special populations. This should include a description of: current staffing; the range, location and types of services provided; data on the number and characteristics of those served, including age and gender, and method of payment of services; and referral arrangements/patterns to other service providers.

(c) *Partnering/Collaboration* - Describe your experience related to collaborative, consortium-type arrangements for meeting needs of special, vulnerable populations. Applicants should demonstrate a capacity for joint planning with other health and human services agencies, joint or collaborative implementation strategies and participatory evaluation. Also, complete and submit the form entitled “MSFW Collaboration Summary” (see Attachment 3). Letters of support from key partnering, service-providing agencies should be included as attachments to your application. These should include a letter from the County Health Department(s). For MSFW adults (Component A), this might include linkage and coordination with: health service providers, the County Health Department for communicable diseases such as TB and STDs and those that are vaccine preventable; County Department of Social Services programs, such as Food Stamps and Medicaid; HIV counseling and testing; Mental Health; English-as-Second Language (ESL) or other educational and training programs; occupational health services; and alcohol and substance abuse services. For MSFW children (Component B), this might include linkage and coordination with: WIC, Child/Teen Health Program (NYS’s Medicaid program for children and adolescents), Migrant Day Care/Head Start (Agri-Business Child Development), Migrant Education Program, Physically Handicapped Children’ Programs, Child Health Plus, Early Intervention and other high-risk infant follow-up programs. Also, for both (Components A and B) describe other, relevant collaborative efforts, their status, and how they might help achieve the goals and intent of this initiative/application.

(d) *Challenges* - Describe any challenges you anticipate in providing services under this RFA and how you plan to address them.

4. Workplan and Timeline (30 points, 6 pages max excluding Workplan forms) Applicants should submit both: (a) a Narrative section (5 pages max) describing how each of the required program goals/objectives will be achieved, along with a projected 1 year Timeline (1 page max) for project implementation, and (b) a comprehensive Workplan(s) based on the following four Goals and project-specific objectives and activities/actions:

GOAL 1 *Lead the Development of a Comprehensive Local Response to the Health and Human Resource Needs of the MSFW Population and Their Families.*

GOAL 2 *Provide Access to Health and Human Services for MSFWs and Their Families.*

GOAL 3 *Provide Health Education to MSFWs and Their Families in Their Native Language That Is Culturally Sensitive, and Promotes Optimal Health*

GOAL 4 *Provide Primary and Preventive Health Care to MSFWs and Their Families*

(a) *Workplan Narrative* (5 pages max) and *Timeline* (1 page max): Based on the “Agency’s Capability” (described in # 3 above) this section should summarize plans for meeting the service requirements of Component A (*General Adult Services*) and/or Component B (*Child Services*). This narrative should describe the goal-related objectives, activities, timeframes and evaluation methods for the development and implementation of the project. It should cover partnering and planning, key linkages, staffing, the range of services and how they will be provided, etc., based

on the 4 goals of your proposed Workplan. In cases where the proposed services and/or activities require collaboration with other agencies, include a description of such an agreement and the roles of key agencies involved. Applicants providing direct health services (Goal 4) must include an objective to maximize third party revenue from Medicaid, Child Health Plus, etc. [Note: For successful applicants, any proposed subcontracts for the performance of the obligations contained in this workplan require review and approval by NYSDOH prior to execution of an agreement between the parties.] Applicants receiving (or planning to receive) direct federal funding or other funding for serving the MSFW population should explain how funds requested via this RFA will be used in coordination with those funded services/activities.

(b) *Workplan Forms* - Workplans should be prepared for the goals, objectives and activities to be funded for Component A (Services to MSFWs) and/or Component B (Services to their Children). Applicants should use the Workplan Template provided in Attachment 5 for this purpose. (Note: up to 12 Workplan pages covering the four Goals may be used.) Completed Workplan forms should be part of your application's attachments.

Applicants should clearly state the total number of unduplicated clients to be served by each specific activity covered in the Workplan. Applicants should orient their Workplan objectives and activities toward relevant Department of Health public health priorities. The following is a sample listing of these:

- + *improve health education and access to preventive health services*
- + *prevent, detect, and control chronic diseases and other health disorders*
- + *improve maternal and infant health, reduce adolescent pregnancy and improve reproductive health*
- + *improve nutrition*
- + *prevent and control HIV infection and AIDS*
- + *immunize against vaccine-preventable diseases*
- + *control infectious diseases, including monitoring and controlling the occurrence of STDs, TB and vaccine-preventable diseases*
- + *reduce violent and abusive behavior*
- + *reduce alcohol and other drug abuse*
- + *improve mental health and prevent mental illness*
- + *reduce the prevalence of smoking*
- + *reduce environmental health hazards*
- + *improve occupational health and safety*
- + *prevent and control unintentional injuries*

Workplan objectives for the four core goals should be time-framed and stated in measurable terms, including both process and outcome objectives. These objectives should specify: (a) the type of data to be used in measuring progress toward achievement, (b) the source of that data, and (c) when and by whom measurements will be made. Workplan objectives and activities should relate directly to funding sought via this RFA. Additionally, Workplans should demonstrate an understanding of the social, cultural, economic and service issues likely to impact health status, care seeking and self-care behaviors of this population.

Following are “examples” of areas where development of objective measurables (indicators) is necessary:

- # and quality of agreements among providers of services (i.e., Memorandum of Agreements)
- # of farms and labor camps visited and assessed
- # clients and types of support services provided (e.g., interpretation/translation, transportation)
- # and types/methods of other barriers addressed (e.g. clinic hours, culture, staffing)
- # clients and type of health insurance
- # clients and types of health education sessions
- # clients with healthier lifestyles evidenced by reduced rates of STD, alcoholism, tobacco use
- # clients receiving medical, dental and other services/tests (direct, screening, enrollment)
- # clients referred for other services, case managed, services coordinated
- # clients with acute care health problems addressed within 24 hours
- # clients and types of immunizations provided
- # clients and types of diseases/conditions diagnosed

Additionally, all applicants who plan to provide direct health services are required to include an objective in the Workplan that covers the need to maximize all third party revenue from Medicaid, Child Health Plus, etc.

5. Evaluation Plan (15 points, 3 pages max) - Identify measureables/indicators (see above) and describe the methods you will use to monitor progress for achieving objectives for each of the four goals. This should include strategies for development and implementation of tracking and data collection systems for all objectives/activities. Also describe how results of these evaluation activities will help with modifying and/or establishing new objectives. Be sure to include a Workplan objective describing a client/patient record follow-up and/or review process. Include in the activities the following: schedule for review, chart review criteria, timeframe, and responsible person(s). Applicants should include other quality-improvement strategies in the Workplan as well (e.g., customer satisfaction survey).

6. Certificate of Incorporation – Documentation via a copy of your “Certificate of Incorporation” should be included with the application, if applicable.

7. Budget Forms and Justification (20 points, 4 pages max – narrative)

Prepare an annualized budget for the expected, initial 12 month period starting January 1, 2008 and ending December 31, 2008 using the forms found in Attachment 4. Budget requests should relate directly to activities described in the Workplan(s). Budget justification pages must be used to explain the relationship of requested items to the elements of the proposed Workplan, as well as address cost effectiveness and reasonableness of costs. Explanations should be complete and succinct. Justifications should be submitted in narrative form, not to exceed four pages, and accompany the completed Budget Forms.

For all staff the Budget Justification should explain how determinations were made as to percentage of time devoted to this initiative. These determinations must be consistent with the activities described in the Workplan (Narrative and Forms). NOTE: *The budget should include all other sources of income for the project, including all other state and federal grants, any local funding donated to the project, funding from other agencies and sources, and earned revenues from third party payors.*

THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.

Projects that propose to serve multiple, fixed sites must complete a summary budget that will include all estimated costs for all sites. All personal and non-personal services related to this project, regardless of funding source should be listed. Indicate the funding source for each line item in the proposed budget. A listing of “in kind” resources should also be included.

Applicants who plan to provide direct health services are required to maximize all third party revenue from Medicaid, Child Health Plus, etc. (See Attachment 4, Table C). All revenues generated by third party and patient fees must be returned to the MSFW project.

The budget should contain a travel line for staff travel to Albany for an annual meeting of providers. The costs of travel, overnight lodging and meals for two individuals should be included. Costs for additional training/education of key staff are limited to \$2,000 per year.

Administrative and general overhead costs in budget line detail (lump sum not allowable) must be directly related to the project and will be limited to a maximum of 10% of the total allocation. Expenditures will not be allowed for the purchase of major depreciable equipment, nor for remodeling or modification of a structure. Limited computer and printing equipment may be considered if they are essential to the success of your application/program. Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of ineligible items.

B. Application Format

ALL APPLICATIONS MUST CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH ARE INCOMPLETE OR DEVIATE FROM THE PRESCRIBED FORMAT.

Applications **SHOULD NOT** exceed 20 double-spaced typed pages (not including the Cover Page, Workplan and Budget Forms and other attachments), using a normal (12) font and 1 inch margins all around. The value assigned to each section (see below) is an indication of the relative weight that will be given when scoring your application.

Application Rating Method

Application Section	Maximum Score in Points	Maximum # of Pages
1. Program Summary	5	1
2. Statement of Need	15	3
3. Applicant Capability	15	3
4. Workplan/Timeline	30	6 (excluding forms)
5. Evaluation Plan	15	3
6. Budget/Cost Justification	20	4 (narrative only)
Total	100 Points	20 Pages

C. Application Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the Department of Health’s Division of Family Health and other Department professionals. Important considerations in the review process will be:

- the applicant’s demonstrated capability and commitment (e.g., “in kind” resources) to carrying out the project;
- the appropriateness of the goal-related, measurable objectives and how well the activities reflect the process to achieve the stated objectives;
- the extent to which the proposed outcomes and program design support the needs of the MSFW population;
- the proposed number of MSFW’s and their families served, the region(s) served, and the number of counties served;
- the extent to which the program design proposed is likely to produce the desired health outcomes for MSFWs and their families;
- how progress will be assessed; and the likelihood of the evaluation and monitoring plans improving the quality of care and services to meet the needs of this population;
- a clear and appropriate budget justification; how consistent the proposed budget is with the scope of activities to be conducted including the overall staffing pattern; a viable plan to maximize third party revenue if applicant will provide direct health services; and
- the extent to which the requirements of the RFA have been fully addressed.

Applications failing to provide all response requirements or failing to follow the format prescribed in this RFA will have points deducted.

Methodology to Determine Grant Award Amounts

A total of \$ 779,600 for *General Adult Services* (Component A) and *General Adult and Child Services* (Components A and B), and \$ 110,000 for *Child Services* (Component B) is anticipated for calendar year 2008. Applicants may apply to provide either (A or B) or both (A and B) types of services.

- To ensure statewide coverage it's anticipated that *at least* 12 projects would be funded with \$ 889,600 distributed among them with only 1- 2 targeting children only via Component B.
- For a 12-month period, the Department of Health will provide grants up to \$ 35,000 per project for provision of services to MSFWs (Component A only), OR provision of services to their minor children (Component B only).
- Grants up to \$ 45,000 per project per year will be provided for services to both MSFWs and their children (Component A and B; serving a *minimum* of 100 adults and 100 children under 18 years old).
- Increased funding, up to \$ 25,000, will be available for projects that serve a catchment area covering multiple counties. Eligibility for such additional funding breaks down as follows: \$ 5,000 additional funding for serving 2-3 counties; \$ 10,000 additional funding for serving 4-5 counties; \$ 15,000 additional funding for serving 6-7 counties; \$ 20,000 additional funding for serving 8-9 counties; and \$ 25,000 additional funding for serving 10 or more counties.
- Increased funding, up to \$ 40,000, will be available for projects that realistically plan to serve large numbers of MSFWs and/or their children annually. Eligibility for such additional funding breaks down as follows: \$ 10,000 additional funding for serving 500-999 MSFWs and/or their children; \$ 15,000 additional funding for serving 1,000 - 1,499 MSFWs and/or their children; \$ 20,000 additional funding for serving 1,500 - 1,999 MSFWs and/or their children; \$ 25,000 additional funding for serving 2,000 - 2,499 MSFWs and/or their children; \$ 30,000 additional funding for serving 2,500 – 2,999 MSFWs and/or their children; \$ 35,000 additional funding for serving 3,000 – 3,499 MSFWs and/or their children; and \$ 40,000 additional funding for serving 3,500 or more MSFWs and/or their children.

A summary of maximum grant awards per applicant/project is provided on page 5.

Funds are targeted toward not-for-profit providers that serve MSFWs who work on a seasonal basis on farms in mostly rural counties. However, even counties of large cities like Buffalo, Syracuse and Albany --- namely Erie, Onondaga and Albany Counties --- have MSFWs that require medical and support services. The estimated number of MSFWs in New York State is 24,000 but this is merely the collective “guesstimate” of the existing, contracted providers. There are currently no reliable, independent estimates of the size of the MSFW population in New York State or the US. Data provided by contracted, migrant-health providers indicate that the number of NYS counties with MSFWs has increased from about 20 to 35 over the last decade. Additionally, “pockets” of new MSFWs continue to be reported.

Criteria for Allocation of Funds

Allocation of funds to eligible not-for-profit applicants will be based on:

1. results (rating and ranking) of application review; the highest rated/ranked ones would be eligible for funding,
2. whether the applicant applies for Component A (adults only), Component B (children only) or Components A & B (adults and children). See below for further explanation.
3. catchment area population estimates,

4. the number of individuals the applicant proposes (and is likely) to serve, adults and/or children,
5. geography - the proposed region(s) and number of counties to be served, and
6. overlapping catchment/service areas among applicants.

Note: The RFA intent is to serve as many MSFWs and their families as possible statewide. If only one application is received for component B (services to only children; \$ 110,000 total available; \$ 100,000 maximum funding per applicant), then the undesignated funds (\$ 10,000 if Component B applicant receives maximum award) will be allocated to applicants applying for both A and B service Components based on the Criteria cited above. (Note: if there are no applicants seeking Component B only funding, the entire \$ 110,000 will be combined with the \$ 779,600 for allocation using the above criteria.)

Scores will be rank ordered by the six Regions outside of New York City: Western/Buffalo, Western/Rochester, Central/Syracuse, Capital District/Albany, Lower Hudson Valley/New Rochelle and Long Island (see map, Attachment 9).

Applicants for Component A (adults only) and Components A & B (adults and children)

These applicants are competing for the \$ 779,600 pool of funds. The two highest scoring applications in each region will receive an award. In the event there are no acceptable applications for a region, the Department reserves the right to fund the highest scoring applicant serving a contiguous region until the region is covered. Once regional coverage has been obtained, awards will be made based on the number of migrant and seasonal farmworkers served. Awards will be made until the funds are exhausted.

Applicants for Component B (children only)

These applicants are competing for the \$ 110,000 pool of funds. The two highest scoring applicants will receive an award regardless of the region.

Following the awarding of grants from this RFA, individual applicants may request a debriefing from the Department of Health Division of Family Health's MSFW Health Program no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application only.

V. Administrative Requirements

A. Issuing Agency

This request for applications is issued by the NYS Department of Health Division of Family Health's Migrant and Seasonal Farmworker (MSFW) Health Program. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Thomas P. Carter, PhD
Director, Migrant and Seasonal
Farmworker Health Program
Division of Family Health
NYS Department of Health
ESP Tower Building, Room 890
Albany, New York 12237
Email: tpc01@health.state.ny.us / Fax: (518) 473-2015

To the degree possible, each inquiry should cite the RFA page number, section and paragraph to which it refers. Written questions will be accepted until 5:00 pm, Friday, September 14, 2007. Questions and answers, as well as any updates and/or modifications to the RFA, will be provided on or before Thursday, October 4, 2007 and posted on the DOH web site (<http://www.health.state.ny.us/funding/>). See the following section entitled "Applicant Letter of Interest" to determine how to receive Department responses to questions another way. Answers to all questions will be posted on the above mentioned DOH web site no later than October 4, 2007.

Questions of a technical nature can be addressed in writing or via telephone by calling Thom Carter at (518) 474-6968. Questions are of a technical nature if they are limited to **how** to prepare your application (e.g., formatting) rather than relating to the substance of the application.

Prospective applicants should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application.

C. Applicant Letter of Interest

1. An Applicant Conference will not be held for this project.

2. Letter of Interest - Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest must be received by 5:00 pm, Friday, September 14, 2007 at the address shown in paragraph B above in order to automatically receive written responses to questions and to receive any updates or modifications to this RFA. Failure to submit a Letter of Interest will not preclude the submission of an application. A Letter of Interest Example is included as Attachment 7.

D. How to File an Application

Applications must be sent to the individual and address noted in V (B) and must be received at that address by 5:00 pm, Friday, October 19, 2007. Late applications will not be accepted. Applicants shall submit 1 original, signed application and 6 copies. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this

RFA document. Applications *WILL NOT* be accepted via fax or e-mail. (**Note: Only one application is needed and permitted per applicant. If multiple applications are received from the same organization, all applications from that organization will be eliminated from review.**)

It is the applicant's responsibility to see that the application is delivered to the address above prior to the date and time specified. Late applications due to documentable delay by the carrier may be considered at the Department of Health's discretion.

E. The Department of Health Reserves the Right To:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of the Department of Health and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate the detail specifications should no applications be received that meet all these requirements.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

F. Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller.

It is expected that contracts resulting from this RFA will have the following time period: January 1, 2008 through December 31, 2008. The contract may be renewed for up to four additional one-year periods, each beginning on January 1 and ending December 31 of the subsequent years, contingent on satisfactory performance, availability of funds, and acceptance of the annual Workplan and Budget.

G. Payment and Reporting Requirements

1. The State (NYS Department of Health) may, at its discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed 25 percent of their grant award.
2. The grant contractor shall submit *QUARTERLY* claims and required reports of expenditures to the State's designated payment office:

Fiscal Unit – Division of Family Health
NYS Department of Health
Tower Building, Room 878
Albany, NY 12237-0657

Payment of such claims by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

3. The grant contractor shall submit the following periodic reports: Quarterly and Annual Narrative and Statistical Progress Reports in a format specified by the Department of Health.

All payment and reporting requirements will be detailed in Appendix C of the grant contract.

H. Vendor Responsibility Questionnaire

New York State Procurement laws and guidelines require that state agencies award contracts only to responsible vendors. Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163 (9) f of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State against failed contracts. Additionally, the State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the SFL.

The following factors are to be considered in make a responsibility determination:

- legal authority to do business in New York State:
- integrity:
- capacity – both organizational and financial: and,
- previous performance.

Additional information concerning vendor responsibility may be found at the Office of the State Comptroller's (OSC) website: <http://nyosc3.osc.state.ny.us/agencies/gbull/b221.htm> .

Detailed interpretation of frequently asked questions regarding vendor responsibility may also be found at the OSC website: <http://www.osc.state.ny.us/vendrep/faqs.htm>.

Attachment 6 contains the "Vendor Responsibility Questionnaire" for use by all applicants other than municipalities or other local governments. The selected applicant will be required to complete the Vendor Responsibility Questionnaire if applicable to your organization. Awards will not be given to non-governmental applicants who do not complete the questionnaire.

I. General Specifications

1. By signing the "Application Form" (Cover Sheet) each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA. If this applicant does not accept a certain condition or term, this must be clearly noted in a cover letter to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

5. Provisions Upon Default

- a) The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
- b) In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
- c) If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State

Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. Appendices included in DOH Grant Contracts

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application.

APPENDIX A	Standard Clauses for All New York State Contracts
APPENDIX A-1	Agency Specific Clauses
APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Workplan
APPENDIX E	Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:

- Certificate of Workers' Compensation Insurance, on the Worker's Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the NYS Department of Health, Corning Tower Room 1315, Albany NY 12237-0016), or
- Affidavit Certifying That Compensation Has Been Secured, form SI-12 or form GSI-105.2, or
- Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required, form WC/DB-100 or Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage, form WC/DB-100 or 101, completed for workers' compensation; and

Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:

- Certificate of Disability Benefits Insurance, form DB-120.1, or
- Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155, or
- Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required, form WC/DB-100 or Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New

York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage, form WC/DB-100 or 101, completed for disability benefits insurance.

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as part of the contracting process should your agency receive an award.

VI. Application Checklist and RFA Attachments

Application Checklist:

- | |
|---|
| <ul style="list-style-type: none"><input type="checkbox"/> Application Cover Sheet<input type="checkbox"/> Statement of Assurances and Certification<input type="checkbox"/> Table of Contents<input type="checkbox"/> Program Summary<input type="checkbox"/> Statement of Needs and Assets<input type="checkbox"/> Agency Capability<input type="checkbox"/> Organizational Chart<input type="checkbox"/> MSFW Collaboration Summary<input type="checkbox"/> Workplan Narrative<input type="checkbox"/> Workplan Timeline<input type="checkbox"/> Evaluation Plan<input type="checkbox"/> Certificate of Incorporation <p><u>Plus Attachments:</u></p> <ul style="list-style-type: none"><input type="checkbox"/> Budget/Forms and Justification<input type="checkbox"/> Workplan Forms<input type="checkbox"/> Vendor Responsibility Questionnaire<input type="checkbox"/> Letters of Support (from key partners/stakeholders) |
|---|

RFA Attachments:

- Attachment 1: Application Cover Sheet
- Attachment 2: Statement of Assurances and Certification
- Attachment 3: MSFW Collaboration Summary
- Attachment 4: Budget Instructions/Forms
- Attachment 5: Workplan Template
- Attachment 6: Vendor Responsibility Questionnaire
- Attachment 7: Letter of Interest Example
- Attachment 8: Standard Grant Contract with Appendices
- Attachment 9: Map of Regions of New York State

RFA Attachments

Migrant & Seasonal Farmworker Health Program

STATEMENT OF ASSURANCES & CERTIFICATION

To be eligible for approval to operate a local/regional MSFW Health Program, the Chief Executive Officer, or designee, of the applicant organization must attest to compliance with all the statements below. An original signature in ink must appear at the bottom of this page.

- There will be a designated individual who will be responsible for MSFW Health Program administration, operation and oversight. This individual will be e-mail accessible and attend MSFW Health Program provider meetings along with other appropriate staff.
- Any changes in services, the designated contact person, staffing levels or space **will be reported immediately in writing** to the NYS Department of Health, MSFW Health Program Director & the designee in the Department’s Regional Office in that area.
- Professional and legal standards of client confidentiality will be strictly maintained per Public Health Law.
- Quarterly and Annual narrative and statistical reports will be submitted to the NYS Department of Health within 60 days of the completion of the quarter/year.
- The NYS Department of Health will be given access to conduct site visits and program reviews as necessary.

.....
I hereby certify that the information contained in this application is correct and in compliance with appropriate federal and state laws and regulations, and that I am the authorized representative to file this application.

CEO / Designee:

Print Name _____

Signature _____

Title _____

Agency _____

Date _____

NEW YORK STATE DEPARTMENT OF HEALTH

Migrant and Seasonal Farmworker Health Program

INSTRUCTIONS

Completing Operating Budget and Funding Request

ADMINISTRATIVE/INDIRECT COSTS

All expenses for your project must be in line item detail on the forms provided. NYS funded indirect (as a %) or administrative costs (budget line item detail) may not exceed ten percent (10%) of your budget due to federally imposed administrative caps on contract funds. Indirect costs may be charged to NYS up to 10% (balance to be put in "other source of funds" column, can be used towards your in-kind contribution), however, other administrative costs, if included in budget line item detail, may be disallowed if the 10% cap is exceeded.

BUDGET NARRATIVE/JUSTIFICATION FORMS

Form B-1: Personal Services

Form B-3: Nonpersonal Services

Form B-2: Fringe Benefit Rate

Form B-4: Applicant Funds Supporting Initiative

Use Forms B-1 and B-3 to provide a justification/explanation for the expenses included in the Operating Budget and Funding Request. The justification must show all items of expense and the associated cost that comprise the amount requested for each budget category (e.g. if your total travel cost is \$1,000, show how that amount was determined - conference, local travel etc.), and if appropriate, an explanation of how these expenses relate to the goals and objectives of the project.

FORM B-1: PERSONAL SERVICES

Include a description for each position, including the percentage of time spent on various duties where appropriate, on this form. Contracted or per diem staff are not to be included in personal services; these expenses should be shown as consultant or contractual services under Nonpersonal Services. **See "Administrative/Indirect Costs" above regarding indirect and administrative costs.**

FORM B-2: FRINGE BENEFIT RATE

Specify the following components and their percentages comprising the fringe benefit rate: FICA & Medicare Tax, Health Insurance, Unemployment Insurance, Disability Insurance, Life Insurance, Worker's Compensation, and Pension/Retirement (other components may be listed but require narrative justification/approval). Total the percentages to show the fringe benefit rate used in budget calculations. If positions have different fringe benefit rates, use an average for all positions.

FORM B-3: NONPERSONAL SERVICES

Any item of expense not applicable to the below categories must also be listed along with a justification of need. **See "Administrative/Indirect Costs" above regarding indirect and administrative costs.**

Supplies and Materials

Provide a delineation of the items of expense and estimated cost of each along with justification of their need. Some routine supplies may be consolidated under office supplies.

Travel

Provide a delineation of the items of expense and estimated cost (i.e., travel costs associated with conferences, including transportation, meals, lodging, registration fees; administrative travel vs. programmatic travel; staff travel) and estimated cost along with a justification of need. Costs should not exceed state travel rates.

Subcontracts/Consultants/Per Diems/Contractual Services

Provide a justification of why each service listed is needed. Justification should include the name of the consultant/contractor, the specific service to be provided and the time frame for the delivery of services.

Subcontracts are subject to review and approval by the NYS Health Department.

Equipment

Delineate each piece of equipment and estimated cost along with a justification of need. Equipment costing less than \$300 should be included in the Supplies & Materials category. Anticipated equipment purchases \$300 and greater should be included in the equipment line.

FORM B-4: DETAIL OF APPLICANT FUNDS SUPPORTING INITIATIVE

List all funding sources that would support activities related to the MSFW Health Program.

BUDGET

TABLE A: SUMMARY BUDGET

This table should be completed last and will include the total lines only from Table A-1 (Personal Services) and Table A-2 (Nonpersonal Services) and the Grand Total. As a check, grand total NYS should match the amount you are requesting from NYS. Total expense = NYS, 3rd party, & Other Source. Other Source may be in-kind, other grants etc.

TABLE A-1: PERSONAL SERVICES

Personnel, with the exception of consultants and per diems, contributing any part of their time to the project should be listed with the following items completely filled in (consultants/per diems should be shown as a Nonpersonal Services expense on Table A-2):

Title: The title given should reflect either a position within your organization or on this project.

Annual Salary: Regardless of the amount of time spent on this project, the total annual, actual salary for each position should be given for the number of months applicable to that salary. **For example, if a union negotiated contract salary increase will impact a portion of the 12 month budget period it should be shown on the Table A-1 as follows (the same position will use two lines in the budget):**

<u>Salary</u>	<u>% FTE</u>	<u>Total # months</u>	<u>Expense</u>
\$30,000	100%	4	\$10,000
\$35,000	100%	8	\$23,100

% FTE: The proportion of time spent on the project based on a full time equivalent (FTE) should be indicated. One FTE is based on the number of hours worked in one week by salaried employees (e.g. 40 hour work week). To obtain % FTE, divide the hours per week spent on the project by the number of hours in a work week. For example, an individual working 10 hours per week on the project given a 40 hour work week = 10/40 = .25 (show in decimal form).

of Months: Show the number of months out of 12 worked for each title. If an employee works 10 months out of 12, then 10 months/12 months = .833. This ratio is part of the total expense calculation below. Indicate the number of months a position is subject to a specific salary if a portion of annual salary will be subject to a salary increase (see Annual Salary above).

Total Expense: Total expense can be calculated using the following method:

$$\text{Total Actual Annual Salary} * \% \text{ FTE} * (\text{months worked}/12) = \text{Total Expense.}$$

Fringe Benefits: The total fringe amount should be shown (total expense annual salaries * fringe rate from Form B-2) where indicated on the Table A-1.

See “Administrative/Indirect Costs” above regarding indirect and administrative costs.

TABLE A-2: NONPERSONAL SERVICES

All Nonpersonal Services expenses should be listed regardless of whether or not funding for these expenses is requested from New York State. As with Table A-1, distribute total expense between NYS, 3rd party, & Other Source (specify Other Source). **See “Administrative/Indirect Costs” above regarding indirect and administrative costs.**

TABLE B: SUMMARY OF PROJECTED INCOME

Applicants who plan to provide direct health services are required to project all third party revenue from Medicaid, Child Health Plus, etc. Using the projected number of visits, estimate the total revenue which you expect to generate during the contract year. ***Fee for service and managed care visits are billable at your facility rate.*** **GRAND TOTAL REVENUE from the bold black box in Table B must match exactly the total third party amount used in your budget (Tables A, A-1, and A-2).**

Applicant: _____

Table A
Migrant and Seasonal Farmworker Health Program
OPERATING BUDGET AND FUNDING REQUEST
January 1, 2008 - December 31, 2008

	Total Expense	Amount Requested From NYS	3rd Party	Other Source	Specify Other Source
Total Personal Services					
Total Other Nonpersonal Services					
GRAND TOTAL					

Applicant: _____

Table A-1
Migrant and Seasonal Farmworker Health Program
OPERATING BUDGET AND FUNDING REQUEST
January 1, 2008 - December 31, 2008

PERSONAL SERVICES

Title	Annual Salary	% FTE	# of Mos.	Total Expense	Amount Requested from NYS	3 rd Party	Other Source	Specify other source
(List Personnel Budgeted)								
Sub-Total Personal Services								
Fringe Benefits* _____ %								
Total Personal Services								

- If more than one fringe benefit is used, use an average fringe rate for the calculation on this form.

Applicant: _____

**Table A-2
Migrant and Seasonal Farmworker Health Program
OPERATING BUDGET AND FUNDING REQUEST
January 1, 2008 - December 31, 2008**

NONPERSONAL SERVICES

	Total Expense	Amount Requested From NYS	3rd Party	Other Source	Specify Other Source
(List Budgeted Expenses) A. Contractual					
Subtotal, Contractual					

Applicant: _____

Table A-2
Migrant and Seasonal Farmworker Health Program
OPERATING BUDGET AND FUNDING REQUEST
January 1, 2008 - December 31, 2008

NONPERSONAL SERVICES

	Total Expense	Amount Requested From NYS	3rd Party	Other Source	Specify Other Source
(List Budgeted Expenses) B. Equipment					
Subtotal, Equipment					
(List Budgeted Expenses) C. Staff Development					
Subtotal, Staff Development					

Applicant _____

Table A-2
Migrant and Seasonal Farmworker Health Program
OPERATING BUDGET AND FUNDING REQUEST
January 1, 2008 - December 31, 2008

NONPERSONAL SERVICES

	Total Expense	Amount Requested From NYS	3rd Party	Other Source	Specify Other Source
(List Budgeted Expenses) D. Supplies					
Subtotal, Supplies					
(List Budgeted Expenses) E. Other					
Subtotal, Other					

MIGRANT AND SEASONAL FARMWORKER HEALTH PROGRAM

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM B-1: PERSONAL SERVICES**

Applicant: _____

PERSONAL SERVICE

Title	Incumbent	Description

**MIGRANT AND SEASONAL FARMWORKER HEALTH PROGRAM
BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM B-2: FRINGE BENEFIT RATE**

Applicant: _____

FRINGE BENEFITS

Component	Rate
Total Fringe Benefit Rate*	

*This amount must equal the percentage used in budget calculations unless positions have different fringe rates. If this is the case, include one form for each rate and indicate which positions are subject to that rate.

**MIGRANT AND SEASONAL FARMWORKER HEALTH PROGRAM
BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM B-3: NONPERSONAL SERVICES**

Applicant: _____

NONPERSONAL SERVICES

Item	Cost	Description

Applicant: _____

**MIGRANT AND SEASONAL FARMWORKER HEALTH PROGRAM
BUDGET SECTION**

TABLE C

Summary of Projected Income

(January 01, 2008 – December 31, 2008)

Explanation of Third Party Revenue

	(1) Number of Projected Visits	(2) Reimbursement Rate per Visit	(3) Total Revenue [1 x 2]	(4) Estimated Amount Uncollectible	Revenue Generated ** (3 – 4)
MEDICAID FEE FOR SERVICE Comprehensive Service*					
Limited Service*					
MEDICAID MANAGED CARE Comprehensive Service*					
Limited Service*					
OTHER INSURANCE Comprehensive Service*					
Limited Service*					
GRAND TOTAL					\$

*** Definitions:**

Comprehensive Service: Initial history and physical on new patient; yearly physical on established patient; gynecological exam; or other visit provided by a midlevel practitioner or physician lasting 30 minutes or more. (Medicaid reimbursable at facility rate.)

Limited Service: Acute care visit; care for accidents or injuries; laboratory tests; immunizations only; or other visit provided by a midlevel practitioner or physician lasting less than 30 minutes. (Medicaid reimbursable at facility rate.)

**** Distribute Total Revenue Generated (gray box) in the Third Party columns of Budget Tables A, A-1 and A-2**

Applicant: _____

**MSFW HEALTH PROGRAM
WORKPLAN TEMPLATE**

GOAL 1: Lead the Development of a Comprehensive Local Response to the Health and Human Resource Needs of the Migrant/Seasonal Farmworker Population and Their Families.

MEASURABLE OBJECTIVE	SPECIFIC ACTIVITIES	TIME FRAME	PERSON RESPONSIBLE	EVALUATION METHOD (PROCESS)	EVALUATION METHOD (OUTCOME)
<p>(MUST INCLUDE FOLLOWING)</p> <p>Build/strengthen a MSFW-focused community partnership to enhance communication and coordination among key stakeholders</p> <p>Evaluate local response and program operation for meeting identified needs of MSFWs and their families, including involvement in the MSFW Immunization Project.</p> <p>Arrange for or conduct training for staff and partners pertinent to MSFW Health. Attend up to two meetings required by the contracting organization.</p>	<p>(EXAMPLES)</p> <p>Identify and engage representatives of community organizations that will guide development of community response and plan</p> <p>Collect and analyze program and partner data. Submit quarterly and annual program data and narrative updates. Submit monthly Vaccine Usage Reports.</p> <p>Conduct and analyze stakeholder/partner surveys.</p>				

Applicant: _____

MSFW HEALTH PROGRAM
WORKPLAN TEMPLATE

GOAL 2: Provide Access to Health and Human Services for Migrant/Seasonal Farmworkers and Their Families.

MEASURABLE OBJECTIVE	SPECIFIC ACTIVITIES	TIME FRAME	PERSON RESPONSIBLE	EVALUATION METHOD (PROCESS)	EVALUATION METHOD (OUTCOME)
<p>(MUST INCLUDE FOLLOWING)</p> <p>Outreach to MSFWs and their families</p> <p>Coordinate and/or provide support services such as transportation and interpretation/translation at points of service (e.g., in-camp, neighborhood, health clinic, etc.)</p> <p>Facilitate access to resources such as WIC, Medicaid, Family Health Plus, Child Health Plus, Food Stamps, etc.</p> <p>Secure referral arrangements for routine and specialty care including immunizations, vision, dental, perinatal and sub-specialty medicine and surgery</p> <p>Facilitate smooth transition from one level of care to another, as necessary by referral, follow up and/or case management.</p>	<p>(EXAMPLES)</p> <p>Notify MSFWs and their families of the availability of health and support services.</p> <p>Contact area agencies (partners) to coordinate transportation and interpretation/translation services</p> <p>Engage/facilitate Enroller to interview workers at first clinic,</p> <p>Bring applications to camp and arrange interpretation/translation services. Contact area providers to ascertain capacity to serve MSFWs and identify any issues</p> <p>Establish and maintain contact with area providers such as Hospital Discharge Planners to encourage interagency communication and coordination.</p> <p>Secure MOU with providers</p>				

Applicant: _____

MSFW HEALTH PROGRAM
WORKPLAN TEMPLATE

GOAL 3: Provide Health Education to Migrant/Seasonal Farmworkers and Their Families in Their Native Language That Is Culturally Sensitive, and Promotes Optimal Health

MEASURABLE OBJECTIVE	SPECIFIC ACTIVITIES	TIME FRAME	PERSON RESPONSIBLE	EVALUATION METHOD (PROCESS)	EVALUATION METHOD (OUTCOME)
<p>(MUST INCLUDE FOLLOWING)</p> <p>Arrange for or provide presentations to MSFW <i>groups</i> including but not limited to the following topics: HIV, STD, communicable diseases, immunizations and vaccine-preventable diseases for children and adults, injury prevention & control, reproductive health, occupational health, domestic violence, nutrition, alcohol/substance use, etc.</p> <p>Provide <i>individual</i> health education to MSFWs on topics tailored to individual needs including but not limited to: topics listed above, and management of chronic disease, perinatal health, mental health, immunization status of children and adults, etc.</p>	<p>(EXAMPLES)</p> <p>Establish and maintain contacts in the community (health educators, translators, farmers/growers, crew leaders, etc.)</p> <p>Plan and coordinate health-related presentations</p> <p>Arrange for appropriate personnel to provide information, including interpreters/ translators in camps and communities where MSFWs reside and in structured health care settings</p>				

Applicant: _____

MSFW HEALTH PROGRAM
WORKPLAN TEMPLATE

GOAL 4: Provide Primary and Preventative Health Care to Migrant/Seasonal Farmworkers and Their Families.

MEASURABLE OBJECTIVE	SPECIFIC ACTIVITIES	TIME FRAME	PERSON RESPONSIBLE	EVALUATION METHOD (PROCESS)	EVALUATION METHOD (OUTCOME)
<p>(MUST INCLUDE FOLLOWING)</p> <p>Arrange for or conduct health screenings for risk factors and/or presence of disease for the following: HIV, STD, TB, acute and chronic conditions, status of Immunizations for children and adults, alcohol and substance abuse, domestic violence and mental health</p> <p>Arrange for or conduct physical exams to diagnose and treat acute and chronic conditions and provide follow-up and referral as necessary for diagnosed conditions as clinically appropriate</p> <p>Provide or collaborate to provide immunizations to at-risk children and adults, as appropriate</p>	<p>(EXAMPLES)</p> <p>Conduct in-camp clinics in evenings to provide medical assessment and screening services and arrange referrals as necessary</p> <p>Set up referral appointments</p> <p>Arrange for transportation and interpretation/translation, as needed</p> <p>Provide follow-up including another appointment, filling necessary prescriptions, etc.</p> <p>Reminder-recall systems, immunization clinics, health fairs, etc.</p>				

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER – BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

Vendor Responsibility Questionnaire

Instructions for Completing the Questionnaire

The New York State Department of Health (NYSDOH) is required to conduct a review of all prospective contractors to provide reasonable assurances that the vendor is responsible. The attached questionnaire is designed to provide information to assist the NYSDOH in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the Vendor Responsibility Questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire.**

Please note: Certain entities are exempt from completing this questionnaire. These entities should submit only a copy of their organization's latest audited financial statements. Exempt organizations include the following: State Agencies, Counties, Cities, Towns, Villages, School Districts, Community Colleges, Boards of Cooperative Educational Services (BOCES), Vocational Education Extension Boards (VEEBs), Water, Fire, and Sewer Districts, Public Libraries, Water and Soil Districts, Public Benefit Corporations, Public Authorities, and Public Colleges.

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER – BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation*	Charities Registration Number
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER – BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

18. Is the vendor certified in New York State as a (check please): Yes No

Minority Business Enterprise (MBE)
 Women’s Business Enterprise (WBE)
 Disadvantaged Business Enterprise (DBE)?

Please provide a copy of any of the above certifications that apply.

19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? Yes No

List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.

20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:

a) An elected or appointed public official or officer? Yes No
List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service.

b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? Yes No
List each individual’s name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.

c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? Yes No
List each individual’s name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.

d) An officer of any political party organization in New York State, whether paid or unpaid? Yes No
List each individual’s name, business title or consulting capacity and the official political party position held with applicable service dates.

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER – BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:

a) *1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;* Yes No

2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
3. entered into an agreement to a voluntary exclusion from bidding/contracting;
4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?

been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? Yes No

b) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:

1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;
2. state or federal environmental laws;
3. unemployment insurance or workers’ compensation coverage or claim requirements;
4. Employee Retirement Income Security Act (ERISA);
5. federal, state or local human rights laws;
6. civil rights laws;
7. federal or state security laws;

FEIN #

<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? <i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
<p>22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? <i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as “open” or “unsatisfied.”</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code? <i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>25. During the past three (3) years, has the vendor failed to: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? <i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

FEIN #

<p>27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>29. In the past five (5) years, has the vendor or any affiliates 1: a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

EXAMPLE

**Letter of Interest
and
Letter to Receive RFA Updates and Modifications**

(DATE)_____

Thomas P. Carter, PHD
Director, MSFW Health Program
Division of Family Health
NYS Department of Health
ESP Tower Building, Room 890
Albany, New York 12237

RE: RFA FAU #0604030230
RFA Title: Migrant and Seasonal
Farmworker Health Program

Dear Mr. Carter:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request our organization be placed on the mailing list for any updates, written responses to questions, or amendments to the RFA. Contact information is provided below including fax number and complete mailing address. Thank you.

Sincerely,

Contact Person: _____

Email Address: _____

Fax Number: _____

Complete Mailing Address: _____

GRANT CONTRACT

STATE AGENCY (Name and Address): _____ . NYS COMPTROLLER'S NUMBER: _____
 .
 . ORIGINATING AGENCY CODE: _____
 .
 CONTRACTOR (Name and Address): _____ . TYPE OF PROGRAM(S) _____
 .
 .
 FEDERAL TAX IDENTIFICATION NUMBER: _____ . INITIAL CONTRACT PERIOD _____
 .
 . FROM: _____
 MUNICIPALITY NO. (if applicable): _____ . TO: _____
 .
 CHARITIES REGISTRATION NUMBER: _____ . FUNDING AMOUNT FOR INITIAL PERIOD: _____
 _____ or () EXEMPT: _____
 (If EXEMPT, indicate basis for exemption): _____
 .
 . MULTI-YEAR TERM (if applicable): _____
 . FROM: _____
 . TO: _____

CONTRACTOR HAS() HAS NOT() TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS.

CONTRACTOR IS() IS NOT() A SECTARIAN ENTITY
 CONTRACTOR IS() IS NOT() A NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 02/03)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement

_____ APPENDIX _____
 _____ APPENDIX _____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR

By: _____
(Print Name)

Title: _____

Date: _____

Contract No. _____

STATE AGENCY

By: _____
(Print Name)

Title: _____

Date: _____

State Agency Certification:

“In addition to the acceptance of this contract,
I also certify that original copies of this signature
page will be attached to all other exact copies of
this contract.”

STATE OF NEW YORK)
) SS: .
County of _____)

On the ____ day of _____ 20__, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

ATTORNEY GENERAL’S SIGNATURE

STATE COMPTROLLER’S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

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

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

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

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the

AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

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

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

STANDARD CLAUSES FOR NYS CONTRACTS

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

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
- 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 because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. 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.

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 warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants 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 (2NYCRR 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 setoff 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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 section. 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 Governor's Office 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 State Finance Law §165. (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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax : 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX A-1
(REV 11/06)AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to

the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. *If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.*
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
 - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
 5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
 - a. LOBBYING CERTIFICATION
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
 - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated

funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification 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. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.
- b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in

private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

- 1) **APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 - b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges;
 - ◆ Appendix C - Section 11, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
12. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the

Workers' Compensation Board, of coverage for

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1:**

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GS-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2:**

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

13. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
14. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX A-2
PROGRAM SPECIFIC CLAUSES

1. Unless otherwise authorized or directed by the Department, all proposed subcontracts for the performance of the obligations contained herein require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. All such agreements between the Contractor and subcontractors shall be by bona fide written contract, which may only be changed by expressed written consent of both parties and upon prior approval of the Department.
2. The Department shall have the right to contact any subcontractor directly concerning the performance of the obligations contained herein and to require the attendance of the subcontractor at any or all meetings between the Contractor and the Department, at which the performance of the Contractor pursuant to this AGREEMENT will be discussed.
3. Any interest accrued on funds provided to the contractor by the Department pursuant to the contractor's request for an advance payment, shall either be used to reduce reimbursement owed to the Contractor by the Department pursuant to this AGREEMENT, or at the direction of the Department, used to provide additional services provided for under this AGREEMENT.
4. The Contractor agrees to identify the position(s) and the incumbent(s) responsible for directing the work to be done under this AGREEMENT. The Department may, at its discretion, require the Contractor to request prior approval from the Department to change or substitute such responsible person(s), to the degree that such change is within the reasonable control of the Contractor.
5. PUBLICATIONS AND COPYRIGHTS
 - a. The Contractor agrees that any and all materials, publications, videos, curricula conceived, produced and/or reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall become property of the Department and shall acknowledge the support of the Department of Health with the following language: Produced with funding from the New York State Department of Health, Division of Family Health.
 - b. The Department and the State of New York expressly reserve the right to reproduce, publish, distribute, copyright, or otherwise use, in perpetuity, any and all materials, publication, videos, curricula conceived and produced, resulting from the AGREEMENT or activity supported by this AGREEMENT.
 - c. The Contractor agrees that unless otherwise provided by the terms of this agreement, the Contractor is expressly prohibited from copyrighting the materials developed in the course of this AGREEMENT, or permitting others to do so without the prior written consent of the Department.
 - d. If any materials paid for under this contract are used in a revenue generating activity, the Contractor shall report such intentions to the Department for prior written approval and shall be subject to the direction of the Department as to the disposition of such revenue.
 - e. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the State of New York and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the

Department or the State of New York.

6. PURCHASING

- a. All procurement transactions, including but not limited to equipment purchases and leases, supplies, conference, training, or seminar related expenditures, and other services whose cost is borne in whole or in part by this contract shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition.
 - b. Procurement records and files for purchases in excess of \$5,000 shall include the following:
 - i. basis for selection;
 - ii. listing of bidders solicited or vendors contacted, including but not limited to the response from each bidder or vendor to the solicitation;
 - iii. justification for lack of competition when competitive bids or offers are not obtained;
 - iv. basis for award cost or price.
7. Reimbursement for any travel related expenses, including but not limited to transportation, lodging, and meal expenses shall be based upon the actual, necessary, and reasonable expenses essential to the ordinary comforts of the traveler in the performance of the duties under this AGREEMENT. Such expenses shall be limited to the established travel reimbursement guidelines for State employees, issued by the Office of the State Comptroller.

APPENDIX B

BUDGET
(sample format)

Organization Name: _____

Budget Period: Commencing on: _____ Ending on: _____

Personal Service

<u>Number</u>	<u>Title</u>	<u>Annual Salary</u>	<u>% Time Devoted to This Project</u>	<u>Total Amount Budgeted from NYS</u>
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Total Salary	_____
Fringe Benefits (specify rate)	_____
TOTAL PERSONAL SERVICE:	_____

Other Than Personal Service Amount

Category	
Supplies	
Travel	
Telephone	
Postage	
Photocopy	
Other Contractual Services (specify)	
Equipment (Defray Cost of Defibrillator)	_____

TOTAL OTHER THAN PERSONAL SERVICE _____

GRAND TOTAL _____

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: *(required)* _____

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ◆ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ◆ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ◆ the end of the first monthly/quarterly period of this AGREEMENT; or
- ◆ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

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C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than ____ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State’s designated payment office located in the _____.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

Organization Name: _____

Report Type:

- A. Narrative/Qualitative Report
 _____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

- B. Statistical/Quantitative Report
 _____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training

sessions conducted, etc.)

C. Expenditure Report

_____ (Organization Name) _____ will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

_____ (Organization Name) _____ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

Applicant _____

**MSFW HEALTH PROGRAM
WORKPLAN TEMPLATE**

GOAL 1: Lead the Development of a Comprehensive Local Response to the Health and Human Resource Needs of the Migrant/Seasonal Farmworker Population and Their Families.

MEASURABLE OBJECTIVE	SPECIFIC ACTIVITIES	TIME FRAME	PERSON RESPONSIBLE	EVALUATION METHOD (PROCESS)	EVALUATION METHOD (OUTCOME)

Applicant _____

**MSFW HEALTH PROGRAM
WORKPLAN TEMPLATE**

GOAL 2: Provide Access to Health and Human Services for Migrant/Seasonal Farmworkers and Their Families

MEASURABLE OBJECTIVE	SPECIFIC ACTIVITIES	TIME FRAME	PERSON RESPONSIBLE	EVALUATION METHOD (PROCESS)	EVALUATION METHOD (OUTCOME)

Applicant _____

**MSFW HEALTH PROGRAM
WORKPLAN TEMPLATE**

GOAL 3: Provide Health Education to Migrant/Seasonal Farmworkers and Their Families in Their Native Language That is Culturally Sensitive, and Promotes Optimal Health

MEASURABLE OBJECTIVE	SPECIFIC ACTIVITIES	TIME FRAME	PERSON RESPONSIBLE	EVALUATION METHOD (PROCESS)	EVALUATION METHOD (OUTCOME)

MSFW HEALTH PROGRAM WORKPLAN TEMPLATE

GOAL 4: Provide Primary and Preventative Health Care to Migrant/Seasonal Farmworkers and Their Families

MEASURABLE OBJECTIVE	SPECIFIC ACTIVITIES	TIME FRAME	PERSON RESPONSIBLE	EVALUATION METHOD (PROCESS)	EVALUATION METHOD (OUTCOME)

APPENDIX X

Agency Code _____

Contract No. _____

Period _____

Funding Amount for Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____, having its principal office at _____ (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number as amended in attached Appendix(ices)_____.

All other provisions of said AGREEMENT shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under this signatures.

CONTRACTOR SIGNATURE . STATE AGENCY SIGNATURE

By: _____ . By: _____

Printed Name . Printed Name

Title: _____ . Title: _____

Date: _____ . Date: _____

.
. State Agency Certification:

. "In addition to the acceptance of this contract,
. I also certify that original copies of this signature
. page will be attached to all other exact copies of
. this contract."

STATE OF NEW YORK)
) SS: .
County of _____)

On the ____ day of _____ 20__, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

NYSDOH REGIONAL MAP

