

RFA Number FAU #0902051241

**New York State  
Department of Health**

Division of Environmental Health Protection/Center for  
Environmental Health

**Request for Applications**

Healthy Neighborhoods  
Preventive Health Cornerstones  
Expected Grant Start Date October 1, 2009

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*KEY DATES*

**RFA Release Date:** June 3, 2009  
**Questions Due:** June 15, 2009  
**Applicant Conference On:** June 10, 2009 from 2:00-4:00 pm  
**Applications Due:** July 20, 2009

**DOH Contact Name & Address:**  
Michael J. Cambridge, Director  
Bureau of Community Environmental Health and Food Protection  
New York State Department of Health  
Flanigan Square – Room 515  
547 River Street  
Troy, New York 12180-2216

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# **I. Introduction**

## **Description of Program**

The purpose of this Request for Application (RFA) is for the New York State Department of Health, to award grant funds to city or county health departments to develop or continue Healthy Neighborhoods Programs (HNP) in applicable target areas. The total funding available for distribution is \$1,983,400. NYSDOH expects to make approximately 6 – 10 awards. Projects will be funded annually with awards ranging between \$150,000 and \$300,000. The HNP is a primary prevention program that began in New York State in 1985. Since inception, the program has evolved from a housing sanitation, injury prevention, rodent control, and building code violation program to a healthy home assessment program.

The HNP is designed to provide preventive environmental health services to targeted geographic areas, usually comprised of low-income families and often minorities, living in homes and neighborhoods with a disproportionate number of residential hazards including areas identified as environmental justice communities. Economically disadvantaged people often have less opportunity to improve their housing conditions and surrounding environment. The funds will provide the resources needed to address significant public health issues in the targeted areas in an effort to provide a healthier home environment for the citizens of New York State. Improving home environments is a cornerstone for improving public health and lays the foundation for healthier generations to come.

To address the environmental and health needs in these neighborhoods, the grant funds are to be used to implement a HNP, with emphasis on reducing injuries and deaths from residential fires, childhood lead poisoning, hospitalizations due to asthma, and exposure to indoor air pollutants. Healthy People 2010 is a statement of national health objectives for preventable threats to health published by the US Department of Health and Human Services. Healthy People 2010 should be used to set benchmarks for the program. The objectives of interest for the Healthy Neighborhoods program are found at the end of Section III. Healthy People 2020 is due in January 2010, and new objectives may be considered at that time.

The program focus revolves around a residential home environment assessment. An in-home assessment enables environmental health professionals to identify and assess hazards, educate residents about these hazards, ensure meaningful involvement by the community, provide information on community agencies and services that can provide assistance as needed, recommend preventative measures, and provide intervention materials to the residents.

During the home assessments, potential health hazards are identified and recorded, using a standardized assessment form. Where asthmatic residents are identified, a more detailed asthma trigger assessment is performed using another standardized assessment tool. If environmental health hazards are identified, intervention products and educational materials are provided, and appropriate referrals are made to other agencies or community groups. Examples include: the provision of smoke detectors or batteries, checking carbon monoxide levels and providing detectors, referral for lead screening, and referrals to local code enforcement officials. Activities include providing education information, product handouts and referrals for: indoor air quality, fire safety, injury prevention, tobacco control and smoking cessation, and other housing related health hazards that may be identified.

Staff work to improve sanitary conditions by working with property owners and tenants, and through referrals to other departments and agencies inside and outside the Department of Health for nutritional, immunization and other health needs, which are outside the scope of the Healthy Neighborhoods Program. The Healthy Neighborhoods Program often coordinates with other agencies and departments, such as sanitation, building, fire, and police when hazards are identified that go beyond the four basic program goals of preventing fire injuries and deaths, childhood lead poisoning, hospitalizations due to asthma, and exposure to indoor air pollutants.

At least 25% of the homes selected are revisited to ascertain the status of interventions, reinforce educational messages, provide additional follow-up, and gather information regarding the effectiveness of interventions.

The expected grant period will be October 1, 2009 to September 30, 2010 with the possibility of two one-year renewals. Funds distributed as a result of this RFA will be paid as a reimbursement through grant contracts with the successful applicants.

### **Background/Intent**

Prevention offers the greatest opportunity to reduce the hazards leading to indoor air pollution (for example carbon monoxide poisoning and radon gas), hospitalizations for asthma, home fire deaths, and childhood lead poisoning. Healthy Neighborhoods awardees should include a combination of prevention approaches developed and implemented in collaboration with community organizations. The goals of the project are to reduce morbidity and mortality from asthma, indoor air pollution, residential fires, and childhood lead poisoning. A door-to-door approach in selected target areas results in the identification of existing and potential environmental problems, and when corrected, improves the quality of housing and overall health outcomes of the residents.

### **Problem/Issues resolution sought for**

Healthy People 2010 has set targets to: reduce dust mite allergens in beds, reduce cockroach allergens, increase the proportion of homes tested for radon, monitor for carbon monoxide poisonings, reduce mold and rodent allergens, and reduce the proportion of nonsmokers exposed to environmental tobacco smoke (ETS). Most people are aware that outdoor air pollution can pose health risks, but many do not know that indoor air pollution can also have significant health effects. Studies of human exposure to air pollutants indicate that indoor levels of pollutants may be higher than outdoor levels. Nitrogen oxides and fine particles from combustion appliances may cause coughing, wheezing, and changes in lung function. Carbon monoxide is absorbed through the lungs into the blood where it interferes with the blood's ability to carry oxygen. Elevated radon levels increases the risk of lung cancer, and environmental tobacco smoke is a cause of morbidity and death.

Cockroach fecal matter can crumble and become airborne in dust, and cockroaches may crawl from sewage and garbage to food preparation areas spreading disease. Rats are also known to spread disease, while fleas and mice in the home have been linked to a number of human diseases. Dust mites live in carpets and bedding, consuming skin particles from humans and are a common source of antigens, which can induce allergy and exacerbate asthma. Molds and other fungi can trigger allergies or asthma symptoms and can cause serious health problems in people with compromised immune systems.

Awardees should strive to raise asthma awareness and to help families manage the disease with the goal of reducing asthma-related illness and hospitalizations. Some people with asthma are sensitive to environmental triggers. Environmental triggers include dust, allergens from animals

(e.g., rats, dust mites, mice, cats, cockroaches), mold, nitrogen dioxide, sulfur dioxide, cigarette smoke, cold weather, and pollen. Inadequate housing, with plumbing leaks or structural problems that allow water intrusion supports mold growth and attracts cockroaches, mice, and rats, all of which can be sources of asthma triggers. Similarly, improperly stored garbage attracts, harbors, and feeds rodents and cockroaches, presenting a problem for some people with allergic asthma, as well, as creating other health concerns. The impact on the health of a tobacco user and their family members is addressed to encourage the smoker to quit.

There was an average 42,400 hospitalizations per year due to asthma in New York State from 2003 – 2005. 14,700 hospitalizations per year were for children aged 0 to 14 years. Compared to 1999 – 2001, 2003 – 2005 NYS asthma hospital discharge rates showed a reduction of 3% to 7% for all age groups less than 65 years. Still NYS asthma hospital discharge rates were higher than the national average. The Healthy People 2010 target is less than 7.7 hospitalizations per 10,000 residents per year for individuals ages 5 to 64. For the period, 2003 – 2005, the average yearly NYS rate was 17.2 hospitalizations per 10,000 residents for individual ages 5-64 years.

A National Fire Protection Association objective is to eliminate residential fire deaths by the year 2020. In 2006, there were 84 residential civilian fire deaths in New York State. The Public/Private Fire Safety Council reported in 2006 that 20% of homes have smoke alarms that do not work. An objective from Healthy People 2010 is to increase to 100% the presence of at least one functional smoke alarm on each habitable floor of all inhabited residential dwellings. In a recent New York State Builders Association report, fatal fires in New York State occurred in homes constructed on average in 1940, making age of housing a risk factor for residential fire death.

Deaths attributed to residential fires are primarily caused by people smoking, incendiary or suspicious causes, children playing with matches or fire, candles and heating equipment. The rate of death from residential fires is higher among persons living in substandard housing, children under five years of age, adults 65 and older, and socioeconomically disadvantaged communities in urban and rural areas. In addition, the smallest communities <20,000 population have a significantly higher fire death rate. Alcohol is also a contributing factor for death from fire, because mobility, functionality and judgement are impaired.

In previous grant cycles, the Healthy Neighborhoods awardees have implemented strategies to reduce fire deaths including: identifying the presence of a working smoke detector and emergency lighting, assessing residents use of practice exit drills, making sure that lighters and matches are stored out of children's reach, inspecting chimneys for holes and loose mortar, distributing 911 stickers for phones and "STOP, DROP and ROLL" information, ensuring that exits are clear and that combustibles are stored safely, and that hand rails and steps are in good repair. Awardees have also made referrals for correction of electrical and heating problems to other agencies. They also work to ensure that vacant buildings are boarded up or demolished, as they are often fire hazards. Healthy Neighborhoods awardees can also make referrals to substance abuse services to address this contributing factor.

Education in the home has included a room by room Home Safe Home survey to prevent fire hazards. This Home Safe Home survey is available in two languages to provide meaningful participation opportunities. Education for seasonal fire hazards may include safe heating practices and safe barbecuing techniques.

Healthy People 2010 has set a target of zero children under six years of age with blood lead levels exceeding 10 micrograms lead per deciliter of whole blood. In New York State (excluding NYC) during 2006 for these children tested, 1.1% had elevated blood lead levels and in New York

City for 2004 – 2005, 0.69% of the children tested had an elevated blood lead level. Neighborhoods with substandard housing built before 1950 are especially hazardous since they are more likely to contain lead based paint and lead dust. Plumbing leaks and deteriorated housing exacerbate the problem of deteriorated paint. Lead based paint should be intact and in good condition so that it is not available for inhalation or ingestion. Housing that has undergone renovation and remodeling within the past six months may also be a significant contributor to a child's lead level as well as there may be high levels of lead dust in the home.

## **II. Who May Apply**

### **Minimum eligibility requirements**

County and city health departments, with environmental health staff, are eligible to apply for these funds. Applications should document the prevalence or potential for environmental health risk factors that can lead to residential fires, indoor air complaints, childhood lead poisoning, home injuries, and asthma morbidity/mortality in the community. Applicant should identify a target area that includes geographic areas with a high number of families living in poverty, and neighborhoods with a disproportionate number of residential health hazards. Particular populations to target are children under six years of age who have not been screened for lead poisoning, people with a high school education or less, households with an annual income less than \$39,220 (Women, Infant, and Children Nutrition Program eligibility guidelines through June 2009) for a family of four, and minorities. The physical environments of these target populations are characterized by neighborhoods with deteriorated and substandard housing, lead paint hazards, pest infestations and garbage/refuse complaints, inadequate heat or heat producing equipment, and incidence of residential house fires. Applications should document the presence of these populations and environments to substantiate need.

Applications must describe the ability of the local health department to coordinate with other local government agencies and groups within the municipality. The involvement of the Healthy Neighborhoods awardee with at least two other community or government organizations in the development and implementation of this project is a requirement of all applicants. The application must include a description of these other agencies, their role in the Healthy Neighborhoods Program, and how these agencies and the program will interact.

### **Preferred eligibility requirements**

Extra consideration will be given to applications that do not contract out to other agencies for services. Finally, preferred awardees would commit to using the NYSDOH scannable form to report home visit activities.

## **III. Project Narrative/Work Plan Outcomes**

### **Expectations of Project**

1. Identification of long- and short-term goals. Goals should include baseline data for the current target area. This data should include data on potential Environmental Justice communities and concerns. Objectives to achieve the goals should be clear, specific, measurable, and include a realistic time frame for completion. Applicants should provide a time line for each objective to be accomplished for the first 12 months of this project. Purchases of supplies and an estimate of how long the supplies will last should be included in the time line.

2. Home Visits. This part of the narrative should include a detailed description of the door-to door approach and methodology to achieve proposed goals and objectives. Describe the techniques that will be utilized to gain access to dwelling units. Include information on how other areas of your agency as well as community-based organizations will contribute toward raising access rates to dwellings. Include your organization's translation policy for effectively communicating with residents of the neighborhood that speak languages other than English.

Each awardee must conduct two types of home visits: initial visits and 90-day revisits. Initial visits include the first time an assessment is performed in a dwelling. Ninety-day revisits are to be initiated on a minimum of 25% of those dwellings that received an initial interview and should be performed between three and five months after the initial interview. The awardee should describe how dwellings will be prioritized for revisits. Revisits should determine if safety products (e.g., smoke detectors, products to reduce household allergens) are still in use, what changes were made to impact the environmental conditions, and what was the result of any referrals that were made. Residents should be interviewed to determine if they read any of the educational materials provided and if their behavior changed as a result. Residents should be asked if they are satisfied with the program, and if they think the program is worthwhile in their community.

Ninety-day revisits to persons with asthma should be performed for all dwellings with at least one person with asthma identified at the initial visit. In addition, asthma follow-up visits should be made to homes with a person with asthma between eleven and thirteen months after initial interview. The one year asthma follow-up will assess a reduction of household allergens, improved asthma management, successful referrals, and public satisfaction with the program. Information collected at the 90-day revisits should be reassessed during the one-year revisit. Revisits should determine and document the following information for the asthmatic:

- School and work days lost by any family member due to asthma (H.P. 2010 Objective 24-5).
- Does the person with asthma have a written management plan from his/her physician (H.P. 2010 Objective 24-7a)?
- Does the person with asthma (or parent) know the early warning signs that his/her asthma is getting worse (H.P. 2010 Objective 24-7c)?
- Does the person with asthma who uses daily therapy also monitor his/her peak expiratory flow daily (H.P. 2010 Objective 24-7c)?
- Were there activities performed aimed at the elimination of cockroaches in the dwelling unit? (H.P. 2010 objective 8-16c)
- Was there evidence of a decrease in a cockroach problem? (H.P. 2010 objective 8-16c)
- Was the cause of a mold problem detected and eliminated? (H.P. 2010 objective 8-16)
- How many hospital admissions/ER visits were made in the past year (H.P. 2010 Objectives 1-9a, 24-2)

3. Description of referrals to other agencies. During field investigations issues will rise that warrant referral of individuals and families to community agencies and services

designated to meet specific needs. These referrals may include but will not be limited to: a personal physician; managed care provider; code enforcement; fire investigation; weatherization programs; Home Energy Assistance Program; senior services; smoking cessation, tobacco cessation; Women, Infants and Children nutrition programs; Child/Family Health Plus; Childhood Lead Poisoning Prevention Program; U.S. Housing and Urban Development Program; and substance abuse services. The narrative should detail how these referrals will be conducted and what follow-up activities will be performed to determine if the services were provided or offered, as well as, actions taken by the Healthy Neighborhoods Program if the referral is not acted upon and the issue poses a serious health threat.

4. Demonstration of the cost effectiveness of the program. Include in your narrative the method that will be used to substantiate the cost effectiveness of the Healthy Neighborhoods Program. Detail how the awardee's accomplishments will be evaluated. A cost-benefit analysis should be submitted annually.
5. Budget, personnel and training. A 12 month budget should be submitted for the period October 1, 2009 – September 30, 2010.
6. Evaluation of the program. Each contractor will be responsible for the timely submission of data to the Bureau of Community Environmental Health and Food Protection. Furthermore, each contractor will be required to submit data in an electronic format acceptable to NYSDOH. The data will be used by the NYSDOH to conduct process and outcome evaluations of each program.

Each awardee will be responsible for the timely submission of a narrative report that describes the performance of the program on an on-going basis. This description should include a process evaluation, which indicates whether the program is reaching its identified target population. The process evaluation should include but not be limited to the following information:

- How many dwelling units were evaluated?
- What were the ages of household members?
- Were the household members minorities?
- How many residents are low income?
- Were educational materials provided?
- Were malfunctioning appliances corrected?
- Were ventilation problems corrected?
- Was the dwelling built prior to 1978?
- Have there been renovations in the dwelling in the past 6 months?
- How many children had blood lead levels above 10 ug/dl (H.P. 2010 Objective 8-11)?
- How many children had not had a test for blood lead levels? How many referrals were made to have children tested for lead if no test had been performed?
- How many households received educational material on control of lead dust?
- How many dwelling units were evaluated for deteriorating paint?
- How many dwellings had deteriorated lead based paint (suspected based on the age of the dwelling)? Homes with deteriorated paint should be revisited to see if the deteriorating paint has been controlled.
- How many persons with asthma were identified?

- How many households received information about community and self-help resources (H.P. 2010 Objective 24-6)?
- How many persons with asthma were hospitalized in the past year (H.P. 2010 Objective 24-2b)?
- What percentage of persons with asthma had a written management plan from their physician (H.P. 2010 Objective 24-7a.)?
- What percentage of identified persons with asthma know the early warning signs that their asthma is worsening (H.P. 2010 24-7c.)?
- What percentage of persons with asthma using daily therapy also monitor their peak expiratory flow daily (H.P. 2010 Objective 24-7c.)?
- How many dwelling units had smokers?
- How many households had a carbon monoxide alarm (NFPA 720)?
- How many dwelling units had functional smoke alarms on each habitable floor (H.P. 2010 Objective 15-26)?
- How many households received understandable and useful information on carbon monoxide hazards, its sources and health effects?
- How many households had the furnace checked to verify it had been serviced?
- What types of direct services were provided?
- How many safety products (i.e. smoke detectors, batteries, outlet plugs, etc.) were distributed?
- What type of cleaning supplies were distributed and how much?
- Did the households with a person or persons with asthma receive any special products?
- How many residents have a primary care physician?
- How many residents have seen their physician in the past year?
- How many referrals were made? Referrals shall mean, when additional service or education is needed from another program/agency/organization, contact is coordinated by the HNP. Referrals are usually tracked in a referral log either on paper or by computer. Referrals can be made between two different programs in the health department or between the health department and a separate agency.

In addition to process evaluation the narrative should address outcome evaluation, which evaluates improved health status. Outcome evaluation should be used to modify existing activities and develop new program strategies to improve the awardee's performance. The 90-day revisit and asthma follow-up survey instruments should be used for this evaluation. The awardee's outcome evaluation will include but will not be limited to the following information:

- Were referrals acted upon?
- How many children were screened for lead poisoning who were not screened at the initial visit?
- How many dwelling units had deteriorating paint corrected upon revisit?
- How many school and work days were lost by any family member due to asthma (H.P. 2010 Objective 24-5)?
- How many persons with asthma had a written management plan from their physician (H.P. 2010 Objective 24-7a)?
- How many persons with asthma know the early warning signs and can identify that their asthma is getting worse (H.P. 2010 Objective 24-7c)?
- How many persons with asthma using daily therapy also monitor their peak expiratory flow daily (H.P. 2010 Objective 24-7c)?

- How many dwelling units had carbon monoxide alarms?
- How many dwelling units had functioning smoke detectors on each floor (H.P. 2010 Objective 15-26)?

### **Problems/Issues to be solved through this RFA**

Local health departments will be provided resources to carry out activities associated with the program.

In targeted communities:

- Food and harborage for cockroaches will be reduced.
- More homes will be tested for radon.
- More residents will know the signs of Carbon Monoxide (CO) poisoning.
- Moisture problems and water intrusion will be corrected by working with landlords and code enforcement.
- More persons will take the Smoke Free Home Pledge.
- Rodent infestations will be reduced.
- Persons with asthma will know how to control their asthma triggers.
- More persons with asthma will have an Asthma Management Plan.
- More persons who use daily asthma medication will use a peak flow meter.
- More tenants will use covered, pest proof garbage cans.
- More homes will have adequate, working smoke detectors.
- More homes will get their furnace serviced by working with landlords.
- Residents will become more knowledgeable about the availability of Substance Abuse Services.
- More residents will have a fire exit plan.
- More chimneys will have a visual inspection, from street level, for holes and loose mortar.
- More residents will know about “Stop, Drop and Roll” in case their clothes catch fire.
- More vacant buildings will be boarded up by working with Code Enforcement.
- More homes will have a room by room assessment.
- More children will be tested for lead.
- More homes will have intact paint by working with landlords and Code Enforcement.

### **Selected Healthy People 2010 objectives**

The future grant cycle will continue with the goals of preventing fire deaths and childhood lead poisoning, reducing asthma morbidity, and the reduction of indoor air pollutants.

The Healthy People 2010 objectives can be viewed in their entirety at [www.health.gov/healthypeople](http://www.health.gov/healthypeople) Measurable objectives will include:

## **Healthy People(H.P.) 2010 Goal**

## **Description**

### **Indoor Air Pollutants:**

H.P. Goal #8-16c

H.P. Goal #8-18

H.P. Goal #8-27h

H.P. Goal #27-10

H.P. Goal #8-16

Reduce cockroach allergens by 20%

Increase proportion of persons who live in homes tested for radon.

Increase or maintain the monitoring of carbon monoxide poisoning.

Reduce the proportion of nonsmokers exposed to Environmental Tobacco Smoke

Reduce mold and rodent allergens in homes by 20%

### **Asthma:**

H.P. Goal #8-16a

H.P. Goal #24-2b

H.P. Goal #24-3

H.P. Goal #24-5

H.P. Goal #24-6

H.P. Goal #24-7a

H.P. Goal #24-7c

H.P. Goal #24-7f

Reduce dust mite allergens in the bed.

Reduce hospitalizations for asthma.

Reduce emergency department visits for asthma.

Reduce number of school or workdays missed by persons with asthma due to asthma.

Increase proportion of persons with asthma who receive formal patient education, including information about community and self-help resources, as an essential part of the management of their condition.

Increase the number of persons with asthma who receive written asthma management.

Increase the number of persons with asthma who receive education about recognizing early signs and symptoms of asthma episodes and how to respond appropriately, including instruction on peak flow monitoring for those who use daily therapy.

Increase the number of persons with asthma who receive assistance with assessing and reducing exposure to environmental risk factors in their home.

### **Fire:**

H.P. Goal #15-25

H.P. Goal #15-26

H.P. Goal #15-26a

H.P. Goal #15-26b

Reduce residential fire deaths.

Increase functioning residential smoke alarms.

Total population living in residences with a functioning smoke alarm on every floor.

Residences with a functioning smoke alarm on every floor 100%.

### **Childhood Lead Poisoning:**

H.P. Goal #8-11

H.P. Goal #8-22

Eliminate elevated blood lead in children.

Increase the proportion of persons in pre-1950s housing that has had a visual assessment for deteriorated paint.

## **IV. Administrative Requirements**

### **A. Issuing Agency**

This RFA is issued by the NYS Department of Health, Center for Environmental Health, Division of Environmental Health Protection, Bureau of Community Environmental Health and Food Protection. 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:

Michael J. Cambridge, Director  
Bureau of Community Environmental Health and Food Protection  
547 River Street, Room 515  
Troy, New York 12180-2216

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until the date posted on the cover of this RFA.

Questions of a technical nature can be addressed in writing or via telephone by calling Thomas J. Carroll @ 518/402-7600. 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.

This RFA has been posted on the Department of Health's public website at: <http://www.nyhealth.gov/funding/>. Questions and answers, as well as any updates and/or modifications, will also be posted on the Department of Health's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, responses to questions raised at the applicant conference, official applicant conference minutes), please complete and submit a letter of interest (see attachment 2). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

Submission of a letter of interest is not a requirement for submitting an application.

### **C. Applicant Conference**

**An Applicant Conference Call will be held for this project.** This conference call will take place on June 10, 2009 from 2:00-4:00 pm. Interested parties should contact the Bureau of Community Environmental Health and Food Protection at 518/402-7600 for the participant dial-in number prior to the conference call date listed above. The participant conference call is optional.

## **D. How to file an application**

Applications must be **received** at the following address by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted\* .

Michael J. Cambridge, Director  
Bureau of Community Environmental Health and Food Protection  
547 River Street, Room 515  
Troy, New York 12180-2216

Applicants shall submit one (1) signed original application and three (3) 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.

\* It is the applicant's responsibility to see that applications are delivered to the address above prior to the date and time specified. Late applications due to a 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 DOH 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 mandatory requirements unmet by all applicants.
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: October 1, 2009 through September 30, 2010, with the possibility of two (2) one-year renewals.

## **G. Payment & Reporting Requirements of Grant Awardees**

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 0 percent.
2. The grant contractor will be required to submit QUARTERLY invoices and required reports of expenditures to the State's designated payment office:

Bureau of Community Environmental Health and Food Protection  
NYS Department of Health  
547 River Street, Room 515  
Troy, New York 12180-2216

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Workplan.

3. The grant contractor will be required to submit the following periodic reports:
  - A. Narrative/Qualitative Report (quarterly)
  - B. Data Submission (quarterly)
  - C. Expenditure Report (quarterly)
  - D. Final Report (annual)

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

## **H. Vendor Responsibility Questionnaire**

Not Applicable

## **I. General Specifications**

1. By signing the "Application Form" 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, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached 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 judgement 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 judgement 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

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 A-2	Program Specific Clauses
APPENDIX B -	Budget
APPENDIX C -	Payment and Reporting Schedule
APPENDIX D -	Workplan
APPENDIX X -	Contract Renewal and Modification

## V. Completing the Application

**A. Application Content** – Start with your application coversheet. (See attachment 4 on page 43)

### 1. Program Summary

Summarize your proposed program including your objectives to meet the stated goals.

### 2. Documentation of Need and Problem Identification

- a. Document the environmental health problem. Included in the documentation should be a baseline survey of asthma morbidity/mortality, childhood lead poisoning, indoor air pollutants, and residential fires. Trend data is also helpful to support the need for your program. Define the population(s) that will be targeted, identify and include a map of the geographic project area (neighborhood), list all block identifiers, municipal boundaries, census tracts, and/or zip codes, as

appropriate, that will be targeted by this project. The applicant's plan should not attempt to cover more than four census tracts or municipal districts during any one fiscal year. Targeted areas should be a reasonable size. Reasonable means they are approachable on a door-to-door basis during the projected time frame.

A description of the physical environments of these target neighborhoods may include: hospitalizations due to asthma, number of fatal and non-fatal carbon monoxide poisonings, percent of homes tested for radon, presence of substandard housing, percentage of dwelling units built prior to 1950, lead paint hazards, pest infestations, garbage complaints, inadequate heat or heat producing equipment, incidence of residential house fires, fire deaths and residential fires, and a poor remote rural environment.

- b. Profile of the population to be served. Statistics should be provided to document a need and may include: residents with annual income less than the Women, Infants and Children eligibility guidelines for a family of four (\$39,220); children; percentage of people with a high school education or less; young mothers; low birth weight; number of children with elevated blood lead levels, and low incidence of lead screenings.

### 3. Applicant Organization

Describe your agency, its mission and services. Describe your agency's experience providing HNP services. Provide curriculum vitae of key staff. Staff resumes, job descriptions and responsibilities should be presented as well as anticipated time devoted to the program. Include staff whose salaries are in-kind as well as any positions to be filled. Describe how staff time will be documented if other than full time for HNP. The applicant should demonstrate capacity, and experience in initiating and implementing related environmental, health, and housing projects. The applicant must be under the direction of a person with the authority to work across agency lines to assure maximum coordination of this program with other related programs operating within the local jurisdiction. Include in the staff descriptions any involvement of community based organizations, subcontractors and other principal components of your health department that will participate in Healthy Neighborhoods.

List the agencies that the HNP plans to partner with and the services these agencies provide in the community that will augment HNP goals and objectives. These agencies are the strengths of your community. The narrative will include a detailed description of these departments and agencies and the arrangements and agreements that will be undertaken. An involvement of community agencies, and local government agencies should be demonstrated.

### 4. Program Activities

A detailed description of each prevention and intervention approach that addresses the project's goals and objectives should be provided, as well as a plan for implementing each approach. The intervention plan should describe how the awardee will assure that the content and delivery of the interventions are class, minority, and linguistically (culturally) sensitive in order to provide meaningful participation opportunities and to communicate effectively in the target community. Identify the activities that will be

undertaken by each personnel position and describe how each will contribute to the program.

## 5. Budget/Cost Sheet

Applicants should submit a 12-month budget for the period October 1, 2009 – September 30, 2010.

Projects will be funded annually with awards ranging between \$150,000 and \$300,000. Funding for direct costs may be requested to cover costs for: personnel services, equipment (including the field sampling equipment for all field staff), training materials, or supplies to develop training materials, and travel to conduct program business. Funds may be expended on the purchase, operation, and maintenance for the required fax machine. Funds may not be used to renovate buildings or for capital improvements, or to purchase vehicles. Applicant should detail how use of grant funds will achieve goals set forth in the program workplan. Project funding cannot be used to supplant existing Personnel Service. A time line can reflect when supplies expect to be purchased and how long they are expected to last.

Budgets are to detail NYSDOH funding. Applicants should include a justification for each budget item using budget forms included in Attachment 5 and 6. A renewal application will be required each year, which is necessary to continue contract funding annually.

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 the ineligible items.

## **B. Application Format**

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. Applications should not exceed twenty double-spaced typed pages (not including the cover page, budget and attachments), using no smaller than a size 12 font.

1. Program Summary
2. Documentation of Need and Problem Identification
3. Applicant Organization
4. Program Activities and Workplan
5. Budget and justification
6. Evaluation

## **C. Review Process**

All applications will be reviewed after the receipt deadline. Applications that do not meet the deadline will be disqualified. Applications will be reviewed for technical merit as well as cost effectiveness.

Applications submitted in response to this Request for Applications will be reviewed for technical and fiscal merit. In the right hand margin is the percentage of weight each category carries during the review process.

**1. Documentation of Need and Problem Identification****20%**

Projects will target a geographical area and describe and document it with quantitative data. This baseline data should quantify the extent of childhood asthma, childhood lead poisoning, residential fires and fire deaths, and indoor air problems. The costs to the community of these problems should be documented as well. This data is best if specific to the targeted area.

Suggested documentation should include measures of specific indicators such as:

<b>Environmental Risk Factors (4 points)</b>	<b>Population Risk Factors (4 points)</b>
• <b>Percent of housing units constructed prior to 1950</b>	• <b>Percent of children with BLL &gt; 10 ug/d</b>
	• <b>Percent of children not tested for BLL</b>
• <b>Evidence of Lead based paint hazards</b>	• <b>Percent annual family income &lt; \$39,220</b>
• <b>Census tract data on homes without smoke detectors</b>	• <b>Percent births with MA/self pay</b>
	• <b>Households with cash public assistance</b>
	• <b>Percent of residents with a high school education or less</b>
• <b>Number of cockroach, rat, garbage, and indoor air complaints</b>	• <b>Percent of children younger than 6</b>
	• <b>Percent children at or below 200% of poverty</b>
• <b>Incidence of residential fires</b>	• <b>Percent minorities</b>
• <b>Low property values</b>	
• <b>Housing complaints</b>	• <b>Percent foreign born</b>
	• <b>Percent speaking a language other than English at home</b>
	• <b>Number of births with birth weight &lt;2500 gms</b>
• <b>Percent of rental housing</b>	• <b>Number of young mothers</b>
	• <b>Percent of children without health insurance</b>
• <b>Percent homes tested for radon</b>	• <b>Rate of hospitalizations for asthma</b>
	• <b>Percent smokers</b>
	• <b>lack of medical home for primary care</b>

**2. Project Goals and Objectives****20%**

Clear, specific, measurable objectives consistent with the stated problems and purpose of the RFA. Reasonable timetable for the first year's objectives with sufficient progress. Clearly described plan/methods for conducting the proposed intervention. Please see Attachment 1, Appendix D for a sample.

**3. Project Management, Staffing and Collaboration Agencies****20%**

- Demonstrated capability to carry out the project. The awardee should be under the direction of a responsible official with the authority to work across agency lines to assure maximum coordination of this program with other related programs operating within the local jurisdiction.

- Described qualifications of staff
- Identified staff, other health department units, community based organizations, other agencies who/which will be responsible for each activity. A substantive involvement of community, state, and local government agencies was demonstrated. The involvement of the local health department with at least two community or other government organizations in the implementation of this project is required. Fully described roles of these agencies, their areas of responsibility, their participation with the HNP, and the process by which they will interact with the HNP.

**4. Funding and Cost Applications 20%**

Applications should include a 12-month budget. A time line can reflect when supplies expect to be purchased and how long they are expected to last. Applications will be evaluated on their cost effectiveness and reasonableness of costs. Applicants should explain how the proposed expenditures would support attainment of goals and objectives.

In addition, applications will be reviewed for appropriate use of funds to address problems identified.

**5. Project Evaluation 20%**

Applications should include an evaluation plan designed to measure process and health outcomes. The plan will be designed to evaluate the progress toward goals and objectives. This written evaluation will be implemented in the form of quarterly reports and an annual report. NYSDOH will be conducting a detailed evaluation of all the awardees; however, it is critical that each awardee continues to evaluate their own progress toward their goals and objectives. Toward that end the following information will be requested on each quarterly and annual report.

- A description of each objective in quantifiable, measurable terms.
- A description of data to assess whether the project is achieving its objectives.
- A description of a revisit plan to demonstrate the long-term effectiveness of the project.
- A description of standards to assess whether the project is achieving Healthy People 2010 objectives.
- A description of a plan for modifying the project based on monitoring and evaluation outcomes. Problems encountered and steps to be taken to solve them. For example, if access rate is low, will staff be able to work late or make weekend appointments.
- A description of staffing turn over or needs.
- A cost-benefit analysis (annual report only).
- The applicant should plan to use the most current version of the scannable Home Intervention Form provided by the State. No other data collection form shall be used without prior NYSDOH HNP authorization

**Award Criteria**

Funding decisions will be determined by the NYSDOH and will be based on the recommendations of the review panel based on highest to lowest score and the availability of funds. Funding beyond the first 12 months will be subject to approvals required by law, continuing need, availability of funds and satisfactory performance by the contractor. It is anticipated that the award announcements will be made in September 2009. Following the award of grants from this RFA applicants may request a debriefing from the NYSDOH, Division of Environmental Health Protection/Bureau of Community

Health and Food Protection/Healthy Neighborhoods Program no later than three months from the date of the awards announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

### **Technical Assistance**

Bureau of Community Environmental Health and Food Protection staff will work closely with each contractor during the development stages and conduct frequent site visits throughout the duration of the project.

### **Supplemental Information**

The following resource materials on environmental health and evaluation are recommended for preparing applications. Contact Bureau of Community Environmental Health and Food Protection staff to obtain a copy of these materials that are not available on-line.

**Demonstrating Your Program's Worth**, CDC, pp. 14, 29-31, 64-66, available on the CDC website, type title in search box, [www.CDC.gov](http://www.CDC.gov)

**Smoke-Free Home Pledge**, available on EPA website, type title in search box, [www.EPA.gov](http://www.EPA.gov)

**Healthy People 2010**, available on the internet at [www.health.gov/healthypeople](http://www.health.gov/healthypeople).

**"An Injury Prevention Program in an Urban African-American Community"**, **American Journal of Public Health**, May 1993, Vol. 83, No. 5.

**"Healthy Neighborhoods Program FFY '01 Program Cost Estimates and Selected Benefits"**, unpublished data, NYSDOH, 2002.

**Douglas, M.R., Mallonee, S., and Istre, G.R. Comparison of community based smoke alarm distribution methods in an urban community. Injury Prevention (1998) 4: 28-32**

**"Combustion Appliances and Indoor Air Pollution"; CPSC, EPA, and ALA., available on the EPA website, type "Combustion Appliances" and click on "Go" in the search box.**

**"Short Term Basement Radon Measurements by County (August 2007)", NYSDOH web page.**

# GRANT CONTRACT

STATE AGENCY (Name and Address): \_\_\_\_\_ NYS COMPTROLLER'S NUMBER: \_\_\_\_\_

CONTRACTOR (Name and Address): \_\_\_\_\_ ORIGINATING AGENCY CODE: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_ TYPE OF PROGRAM(S) \_\_\_\_\_

MUNICIPALITY NO. (if applicable): \_\_\_\_\_ INITIAL CONTRACT PERIOD \_\_\_\_\_

CHARITIES REGISTRATION NUMBER: \_\_\_\_\_ FROM: \_\_\_\_\_

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ or ( ) EXEMPT: \_\_\_\_\_ TO: \_\_\_\_\_

(If EXEMPT, indicate basis for exemption): \_\_\_\_\_ FUNDING AMOUNT FOR INITIAL PERIOD: \_\_\_\_\_

CONTRACTOR HAS( ) HAS NOT( ) TIMELY \_\_\_\_\_ MULTI-YEAR TERM (if applicable): \_\_\_\_\_

FILED WITH THE ATTORNEY GENERAL'S FROM: \_\_\_\_\_

CHARITIES BUREAU ALL REQUIRED PERIODIC TO: \_\_\_\_\_

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 10/08)
_____	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

Contract No. \_\_\_\_\_

STATE AGENCY

By: \_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Print 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 )  
County of \_\_\_\_\_ ) SS:

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## 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-2.

#### 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.

APPENDIX A-1  
(REV 10/08)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. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

## 12. 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; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
  - ◆ Appendix C - Section 11, Progress and Final Reports;
  - ◆ Appendix D - Program Workplan will require OSC approval.
- 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.

13. 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:**

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; 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 **GSI-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**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. 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.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. 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 B  
BUDGET  
(sample format)

Organization Name: \_\_\_\_\_

Budget Period: Commencing on: \_\_\_\_\_ Ending on: \_\_\_\_\_

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
--------	-------	---------------	--------------------------------	--------------------------------

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 \_\_\_\_\_

## 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.

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.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this AGREEMENT.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

## 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

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.

APPENDIX D  
PROGRAM WORKPLAN  
(sample format)

A well written, concise workplan is required to ensure that the Department and the contractor are both clear about what the expectations under the contract are. When a contractor is selected through an RFP or receives continuing funding based on an application, the proposal submitted by the contractor may serve as the contract's work plan if the format is designed appropriately. The following are suggested elements of an RFP or application designed to ensure that the minimum necessary information is obtained. Program managers may require additional information if it is deemed necessary.

I. CORPORATE INFORMATION

Include the full corporate or business name of the organization as well as the address, federal employer identification number and the name and telephone number(s) of the person(s) responsible for the plan's development. An indication as to whether the contract is a not-for-profit or governmental organization should also be included. All not-for-profit organizations must include their New York State charity registration number; if the organization is exempt AN EXPLANATION OF THE EXEMPTION MUST BE ATTACHED.

II. SUMMARY STATEMENT

This section should include a narrative summary describing the project which will be funded by the contract. This overview should be concise and to the point. Further details can be included in the section which addresses specific deliverables.

III. PROGRAM GOALS

This section should include a listing, in an abbreviated format (i.e., bullets), of the goals to be accomplished under the contract. Project goals should be as quantifiable as possible, thereby providing a useful measure with which to judge the contractor's performance.

IV. SPECIFIC DELIVERABLES

A listing of specific services or work projects should be included. Deliverables should be broken down into discrete items which will be performed or delivered as a unit (i.e., a report, number of clients served, etc.) Whenever possible a specific date should be associated with each deliverable, thus making each expected completion date clear to both parties.

Language contained in Appendix C of the contract states that the contractor is not eligible for payment "unless proof of performance of required services or accomplishments is provided." The workplan as a whole should be structured around this concept to ensure that the Department does not pay for services that have not been rendered.

## **SAMPLE GOALS AND OBJECTIVES**

### **Goal 1: Prevention of indoor air pollution**

- Objective 1: Assess every home for significant dust accumulation.
- Objective 2: Advise all persons with asthma to wash their sheets on a regular basis.
- Objective 3: Follow up with landlord or Code Enforcement, when necessary, to repair all plumbing and structural leaks.
- Objective 4: Advise all residents on proper garbage storage.
- Objective 5: When evidence of cockroaches are found, advise resident about Integrated Pest Management and refer to landlord.
- Objective 6: Offer all residents who sleep on the second floor or below a radon test kit.
- Objective 7: Assess all homes for proper ventilation.
- Objective 8: Assess all appliances for proper functioning and venting. Look on furnace or boiler for date of last inspection.
- Objective 9: Observe all chimneys for deterioration.
- Objective 10: Offer all residents with combustion appliances a CO detector.
- Objective 11: Assess each residence for rodents.
- Objective 12: Encourage all homes to take the Smoke Free Home Pledge.

### **Goal 2: Prevent hospitalizations due to asthma.**

- Objective 1: Empower all persons with asthma to discuss a personal asthma action plan with their physician.
- Objective 2: Empower all persons using daily asthma medication to ask their physician if a peak flow meter will help them to manage their asthma.
- Objective 3: Empower all persons with asthma to discuss their asthma triggers with their physician.
- Objective 4: Encourage persons with asthma to keep pets out of their bedroom.

### **Goal 3: Prevent residential fire deaths.**

- Objective 1: All households will have at least one functional smoke alarm on each habitable floor.
- Objective 2: Assess all homes for electrical hazards and make a referral to the landlord when corrections are necessary or to Code Enforcement when more technical advice is warranted.
- Objective 3: Make sure matches and lighters are stored out of children's reach and all flammables are properly stored. Advise residents on the hazards of candles.
- Objective 4: Educate residents about Exit Drills In The Home.
- Objective 5: Assess exits and ask resident or landlord to clear any blocked exits.
- Objective 6: Refer to alcohol and substance abuse treatment as necessary.
- Objective 7: All households will be given "STOP, DROP and ROLL" information.
- Objective 8: Ensure all floors, stairs, handrails are in good repair.
- Objective 9: Refer all vacant buildings to the proper authority to be boarded up or demolished.
- Objective 10: Review the HOME SAFE HOME checklist with all households.

### **Goal 4: Prevent Lead Poisoning**

- Objective 1: Check all children less than six years of age with leadweb to ensure their blood lead tests are up to date.
- Objective 2: Refer all children whose blood lead tests are not up to date to their primary health care provider.
- Objective 3: Assess all exterior and interior paint for deterioration and refer to landlord for repair.
- Objective 4: Refer all landlords and owners of older housing to Lead Safe Work Practices training.

Contract Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

Amendment Number X-\_\_\_\_\_

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- \_\_\_\_\_ Modifies the contract period at no additional cost
- \_\_\_\_\_ Modifies the contract period at additional cost
- \_\_\_\_\_ Modifies the budget or payment terms
- \_\_\_\_\_ Modifies the work plan or deliverables
- \_\_\_\_\_ Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Adds the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Other: (describe) \_\_\_\_\_

This amendment *is* / *is not* a contract renewal as allowed for in the existing contract.

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

Prior to this amendment, the contract value and period were:

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
 (Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

This will result in new contract terms of:

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
 (All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

Amendment Number: X-\_\_\_\_\_

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

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

(signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK            )  
                                          ) SS:  
County of \_\_\_\_\_        )

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

-----  
**STATE AGENCY SIGNATURE**

"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."

By: \_\_\_\_\_ Date: \_\_\_\_\_

(signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**ATTORNEY GENERAL'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Sample**  
Letter of Interest  
Or  
Letter to Receive Notification of RFA Updates and Modifications

Michael J. Cambridge, Director  
Bureau of Community Environmental Health and Food Protection  
Flanigan Square, Room 515  
547 River Street  
Troy, New York 12180-2216

Re: RFA #0902051241  
RFA Title: Healthy Neighborhoods Program

Dear \_\_\_\_\_:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request:  
(please check one)

- That our organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on the Department of Health website: <http://www.nyhealth.gov/funding/>.

E-mail address: \_\_\_\_\_

- That our organization is unable or prefers not to use the Department of Health's website and requests the actual documents containing any updates, official responses to questions, or amendments to the RFA be mailed to the address below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

Healthy Neighborhoods Program  
Checklist for Application Submission

Applicant Name: \_\_\_\_\_

- Signed original, plus three (3) additional copies of the application (including appendices) are enclosed.
- Application is clearly labeled with name and number of RFA.
- Application Cover Page is completed and attached to each copy.
- Time line and work plan are included.
- Staff resumes, organization and program level chart and job responsibilities for each person are included.

Attachment 4:

**Application Coversheet**

**Applicant Information:**

NAME OF AGENCY

Address:

Telephone: (   )

Targeted Geographic Area(s):

Project Title:

Principal Investigator:

Contact Person:

Signature and title of official authorized to enter into contract on behalf of the applicant agency:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NEW YORK STATE DEPARTMENT OF HEALTH**  
**INSTRUCTIONS**  
 For Completing  
 Operating Budget and Funding Request

**General Information**

All expenses for your project must be in line item detail on the forms provided. NYS funded administrative costs may not exceed ten percent (10%) of your budget and must be identified and shown in line item detail, not as a percentage of total costs. Indirect costs may not be charged to NYS.

**BUDGET NARRATIVE/JUSTIFICATION FORMS**

**Form B-1: Personal Services**

**Form B-2: Fringe Benefit Rate**

**Form B-3: Non Personal Services (NPS)**

Use Forms 1 and 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 and the name of the incumbent 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 other than personal services.

**FORM B-2: FRINGE BENEFIT RATE**

Specify the components (FICA , Health and Life Insurance, Unemployment Insurance, Disability Insurance, Workers Compensation, and Retirement), and their percentages comprising the fringe benefit rate, then total the percentages to show the fringe benefit rate used in budget calculations. Form B-2 already lists the standard components of a fringe benefit rate that are allowable under this contract. If different rates are used for different positions, submit Form B-2 for each rate (make copies of Form B-2, if necessary) and specify which positions are subject to that rate. Compute an average of multiple fringe rates for your personnel. Use an average of the multiple fringe benefit rates on Table A-1.

**FORM B-3: NON PERSONAL SERVICES**

Any item of expense not applicable to the below categories must also be listed along with a justification of need.

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 and/or medical 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 be based upon a travel reimbursement policy.

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. Number of hours and rate of payment must be included for contractual staff. Subcontracts are subject to review and approval by the NYS Health Department, and will require submission of a detailed budget.

Equipment

Delineate each piece of equipment and estimated cost along with a justification of need. Equipment is defined as any item with a cost of \$300 or more with a life expectancy of at least two years. Equipment costing less than \$300 should be included in the Supplies & Materials category. Equipment purchases over \$300 will still require prior approval.

**Other**

All other allowable costs incurred exclusively for the project pursuant to the agency's normal operation. These costs include: maintenance and operation, including rent for space (must include square foot value of space and total square footage), building cleaning and maintenance; communications, including telephone expenses, postage, and printing; and, all other items or services purchased for the provision of program services.

**APPENDIX B: 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 (Other Than Personal Services) and the Grand Total.

**TABLE A-1: PERSONAL SERVICES**

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

**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 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 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>Title</u>	<u>Annual Salary</u>	<u>%FTE</u>	<u>#months</u>	<u>Total Expense</u>
Health Educator	\$30,000	100%	4	\$10,000
Health Educator	\$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.]

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

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

**Fringe Benefits:** Insert the calculated Fringe rate (from Form 2) in space provided. Multiply this rate by the sub-total Personal (Amount in Total Expense column subtotal Personal line). The total fringe amount should be shown (total annual salary x fringe rate from Form 2).

**TABLE A-2: NON PERSONAL SERVICES (NPS)**

All NPS expenses should be listed.

**Contractor:**  
**Contract No.:**

**NEW YORK STATE DEPARTEMENT OF HEALTH  
DIVISION OF ENVIRONMENTAL HEALTH PROTECTION**

**Table A  
OPERATING BUDGET AND FUNDING REQUEST**

	<b>Total Expenses</b>
<b>Total Personal Services</b>	
<b>Total Non Personal Services</b>	
<b>GRAND TOTAL</b>	

**Contractor:**  
**Contract No.:**

**NEW YORK STATE DEPARTMENT OF HEALTH  
 DIVISION OF ENVIRONMENTAL HEALTH PROTECTION**

**Table A-1  
 OPERATING BUDGET AND FUNDING REQUEST**

**PERSONAL SERVICES**

<b>Title</b>	<b>Annual Salary</b>	<b>% FTE</b>	<b># of Mos.</b>	<b>Total Expenses</b>
<b>(List Personnel Budgeted)</b>				
<b>Sub-Total Personnel Services</b>				
<b>Fringe Benefits* _____ %</b>				
<b>Total Personal Services</b>				

**Contractor:**  
**Contract No.:**

**NEW YORK STATE DEPARTMENT OF HEALTH  
DIVISION OF ENVIRONMENTAL HEALTH PROTECTION**

Table A-2

**OPERATING BUDGET AND FUNDING REQUEST**

**NON PERSONAL SERVICES:**

	<b>Total Expenses</b>
<b>(List Budgeted Expenses)</b>	
<b>Total Non Personal Services</b>	

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT**

**FORM B-1  
PERSONAL SERVICES  
JUSTIFICATION**

Contractor:  
Contract Period:  
Contract No.:

PERSONAL SERVICES

Title	Incumbent	Description
		Page_____ Of_____

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT  
FORM B-2  
FRINGE BENEFITS**

Contractor:  
Contract Period:  
Contract No.:

FRINGE BENEFITS

Component	Rate
FICA	
Unemployment Insurance	
Health and Life Insurance	
Retirement Benefits	
Worker's Compensation	
Disability Insurance	
<b>TOTAL FRINGE BENEFIT RATE*</b>	

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

