

RFA Number FAU# 100604901

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

Request for Applications

**Improving Oral Health:
Preventive Dental Services Program**

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Request for Applications Preventive Dental Services Program

I. Introduction

This solicitation will be administered by the Bureau of Dental Health within the New York State Department of Health's Division of Family Health.

A. Description of Program

Oral diseases affect a majority of children in the United States and almost all adults. Dental caries is the most common chronic disease of childhood, occurring five times more frequently than asthma. According to a recently released Pew Center report titled *State Dental Policies Fail One in Five Children*, one out of every five low-income children between the ages of 1 and 18 in the United States goes without dental care each year. The report described that the consequences of a "simple cavity" could escalate through their childhoods and well into their adult lives, from missing a significant number of school days, to risk of serious health problems and difficulty finding a job.

Although dramatic improvements have occurred in the oral health of New Yorkers and access to dental care has improved in recent years, further improvements are needed to accomplish the state oral health objectives. A statewide survey of third grade children showed that approximately 54% had experienced dental caries, compared to the Prevention Agenda for the Healthiest State objective of 42%. Further, 23% and 41% of high income and low income children had not received treatment, respectively. The prevalence of dental sealants was 27%, which is well below the Maternal and Child Health Services Block Grant performance measure. It stipulates that at least 50% of third grade children should have dental sealants on their first molar teeth.

A goal of the Prevention Agenda is to prevent health problems before they occur, or before they worsen. *The Guide to Community Preventive Services* found strong evidence for implementing school-based or school-linked sealant programs to prevent problems. School-based and school-linked dental sealant programs provide sealants to children unlikely to receive them otherwise. School-based programs are conducted in schools where as school-linked programs facilitate the delivery of sealants in clinical settings outside of schools. Such programs define the target population, verify unmet needs, obtain community support, select an advisory committee, enter into memorandum of agreement with schools, set up temporary clinics, screen and enroll students and apply sealants in schools, private offices or in community clinics.

The Department is particularly interested in proposals for:

- accomplishing the Maternal and Child Health Services Block Grant performance measures. The target is 50% of third grade children should have received protective sealants on at least one permanent molar tooth;
- achieving Prevention Agenda for the Healthiest State and Healthy People 2010 Oral Health Objectives;
- fulfilling the school dental health certificate requirements; and
- improving access to care in dental underserved areas of the State and those areas where disparities in oral health outcomes exist.

B. Background/Intent

Each year, one in five children in the United States under 18 years of age goes without dental care. Additionally, most low-income children nationally lack basic dental care. In New York State, even with the availability of all essential dental coverage for low-income children enrolled in Medicaid fee-for-service and managed care programs, only one-third of all eligible children received any type of dental care in 2008. According to a recent report on children's dental health issued by the Pew Charitable Trusts, there are three systemic factors that significantly contribute to poor dental health and the lack of access to care among disadvantaged children: (1) too few children having access to proven prevention measures, including dental sealants and fluoridation; (2) too few dentists willing to treat Medicaid-enrolled children; and (3) limited number of dentists available to provide care in many communities.

School-based dental programs are a highly effective way to reach disadvantaged children and improve both dental health and access to care. The establishment of school-based or school-linked dental programs in schools with a high proportion of at risk children is also a cost-effective strategy for reaching and serving children at high risk for dental diseases. Placing oral health preventive services directly in schools and obtaining parental consent for participation affords many children a point of entry into the dental care delivery system and access to preventive care that they might not otherwise have.

School-based or school-linked dental programs that target third grade children for dental sealants have been demonstrated to be one of the best prevention strategies for preventing subsequent decay in molars among high-risk children. The deep grooves in molars (pit and fissures) make it difficult for effective brushing, thus rendering these teeth particularly susceptible to decay; first and second molars account for approximately 90% of caries in children. Sealants are clear plastic coatings applied to the chewing surface of molars to wall off pit and fissures, block bacteria and food particles from being trapped and to reduce the development of dental caries disease. Sealants cost one-third as much as filling a cavity and have been shown to be effective in preventing 60% of decay in molars. At present, less than 8% of children enrolled in Medicaid receive dental sealants.

New York State monitors caries experience and untreated decay consistent with the National Oral Health Surveillance System (NOHSS). Dental screenings on a representative statewide sample of New York third graders are currently underway; updated data, however, will not be available until the beginning of 2011. Based on a dental survey conducted from 2002 to 2004, over half of New York's third graders (54%) experienced dental caries disease, 33% had untreated decay at the time of the survey, and only 27% had sealants on at least one molar. New York State third graders fall short of Healthy People 2010 and New York State 2013 Prevention Agenda targets with respect to dental caries experience (target of less than 42%), untreated decay (target below 21%) and dental sealants on at least one molar tooth (target of no less than 50%).

The Department of Health encourages the establishment of school-based services through a streamlined approval process. There are presently 40 school-based programs that provide oral health services to children in 602 schools across New York State. Current program sponsors include, but are not limited to, county health departments, community health centers, hospitals and diagnostic and treatment facilities, schools of dentistry, and rural health networks. The intent of this solicitation is to expand the availability of school-based and school-linked oral health prevention and sealant programs into high need, underserved areas of the State, to reduce or eliminate disparities in oral health outcomes, and to achieve Healthy People 2010 and 2013 Prevention Agenda oral health targets. The provision of direct services for the treatment of tooth

decay is not encouraged as one of the activities under this solicitation. Applicants however, may arrange for needed treatment services by establishing referral networks with local dental providers, Article 28 facilities, federally qualified health centers, and dental clinics to ensure the provision of dental treatment services for children identified through school-based sealant programs who are in need of such services.

C. Problem/Issue resolution sought

The New York State Department of Health, Division of Family Health, Bureau of Dental Health, has responsibility for implementing and monitoring dental health programs designed to prevent, control and reduce the prevalence of dental disease and other adverse oral health conditions.

The primary objective is to increase the prevalence of dental sealants in second and third grade children. The Bureau of Dental Health is soliciting applications for promoting population-based interventions and innovative oral health program models to address oral health problems in school aged children. Support for these services is being made available from funds awarded to New York State through the federal Maternal and Child Health Services Block Grant.

The objectives of this request for applications are:

- to enhance health promotion and disease prevention activities and provide underserved children a point of entry into the dental health care system;
- to establish or expand preventive service models for providing dental prevention services, more specifically dental sealants to underserved populations in geographically isolated and/or health manpower shortage areas;
- to improve participation rates of dentists in public insurance programs;
- to develop case management models to address the needs of difficult-to-reach school aged populations;
- to improve the local infrastructure for dental health services; and
- to implement a surveillance system and evaluate the outcome of local activities, including methods to monitor progress toward Healthy People 2010, Maternal and Child Health Services Block Grant, and New York State Oral Health Plan objectives.

It is anticipated that approximately \$1.5 million will be available annually to support approximately 30 awards for the period July 1, 2011 through June 30, 2016. The maximum annual award will be \$50,000 distributed to successful applicants scoring the highest amount of points until funding is exhausted.

II. Who May Apply

A. Minimum eligibility requirements

Eligible applicants are not-for-profit Article 28 facilities (hospitals and diagnostic and treatment facilities) and not-for-profit and governmental agencies such as county/local health departments, public health nursing services, schools of dentistry and dental hygiene, rural health networks, comprehensive prenatal/perinatal services networks, and other duly authorized not-for-profit or governmental providers of health care services in New York State who are experienced in promoting, organizing, delivering and/or coordinating health or dental care to their selected target population(s): pre-school and/or school-aged children, including children with special health care needs. Those intending to provide clinical services in schools, Head Start Centers, and such other settings must be able to obtain site-specific operating certificates or school-based health center certification for the provision of these services and must demonstrate their ability to collect revenues from Medicaid and other insurance plans. Revenues must be projected in the budget documents submitted with the grant application. To ensure eligibility for school-based dental services, see Attachment 11.

Applicants may request up to \$50,000 to initiate a new project, maintain a currently funded project or expand an existing program in a high need area. It is the intent of this RFA to fund up to thirty preventive services projects.

B. Preferred eligibility requirements

Preference will be given to those applicants who have the necessary experience, staffing, and capacity to conduct dental screenings and sealant placement as well as the collection and reporting of patient-specific data in an electronic format.

III. Project Narrative/Workplan Outcomes

A. Expectations of project

The grant recipients are expected to promote evidence-based preventive services to control oral diseases in school-age children. The outcome of this intervention should lead to:

- increased number of high risk children in underserved areas receiving evidence-based interventions, more specifically dental sealants;
- increased number of high risk children in underserved areas with a dental home;
- accomplishing the Prevention Agenda Towards the Healthiest State objective and the Maternal and Child Health Services Block Grant performance measure; and,
- eliminating disparities in dental health.

B. Problems/Issues to be solved through this RFA

The Department of Health will provide project grants to establish and/or enhance health promotion, disease prevention, and dental services to primarily children, including those with special needs. Strategies may include:

- promoting and sustaining health promotion/disease prevention activities with emphasis on increasing the prevalence sealants in elementary school children;
- identifying effective interventions such as school-based or school-linked programs to suit the community needs and mobilize resources to implement the activities;
- facilitating linkages and assuring access to quality systems of care (which may include development and dissemination of community health services resource directories, provision of screenings, referral and follow-up services in schools, and other sites);
- establishing or expanding innovative preventive service models for providing care to underserved populations in geographically isolated and/or health manpower shortage areas;
- identifying locations to be served with an adequate population-base to support the program;
- designing a promotional campaign appropriate to the community that will identify the services, delivery methods and follow-up care;
- selecting materials and equipment appropriate to the level of services;
- developing protocols, record keeping systems, billing systems and procedures to facilitate communications;
- assuring adequate staffing patterns, training, and logistical support systems; and,
- implementing a surveillance system to monitor oral diseases in children consistent with the New York State Oral Health Surveillance System.

The program may also develop case management models to address the needs of difficult to reach school-age populations with the purpose of increasing the prevalence of dental sealants and reducing unmet treatment needs. Strategies may include:

- conducting school dental certificate examinations;
- undertaking care coordinating efforts that may include making appointments, issuing reminders, and following-up with clients who have missed an appointment;
- maximizing one-on-one contact between caseworkers and clients, which enhances the possibility that clients will seek care, keep appointments, and follow through with treatment;
- emphasizing outreach at the local level;
- providing targeted education of parents and children;
- working with public health nurses, community health workers, and other providers to inform patients of services;
- sending postcards or letters to clients reminding them of the importance of keeping dental appointments; and
- cultural sensitivity training for the dental office staff.

Community-based health promotion and disease prevention programs should be supplemented with the availability of professional services to ensure continued progress in raising the status of oral health in the community. Further, partnerships with local health units, community-based organizations, consumers and families, health care providers and other state agencies increase the likelihood that programs will be workable and designed to suit the needs of the community.

IV. Administrative Requirements

A. Issuing Agency

This Request for Applications is issued by the New York State Department of Health, Division of Family Health, Bureau of Dental Health. The department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Questions and Answer Phase

All substantive questions must be submitted in writing to by **January 24, 2011** to:

Kara Connelly
Preventive Dental Services
Bureau of Dental Health
NYS Department of Health
Empire State Plaza
Corning Tower Building – Room 542
Albany, NY 12237-0619
Email: oralhealth@health.state.ny.us
Fax: 518-474-8985

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted if they are postmarked by **Monday, January 24, 2011**.

Questions of a technical nature can be addressed in writing or via telephone by calling Kara Connelly at **518-474-1961**. Also, questions may be submitted to the Bureau via email at the address listed above.

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 **February 11, 2011**. If prospective applicants would like to receive notification when updates/modifications are posted, 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 updated information.

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

C. Application Conference

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

D. How to File an Application

Applications must be **received** at the following address by 4:00pm on **Monday, February 28, 2011**. ***Late applications will not be accepted.** It is the applicant's responsibility to see that applications are delivered to the address below by 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.

Kara Connelly
Preventive Dental Services
New York State Department of Health
Bureau of Dental Health
Corning Tower – Room 542
Empire State Plaza
Albany, New York 12237-0619

Applicants shall submit **one (1) original** signed application and **five (5) complete 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.

E. The Department of Health Reserves the Right to:

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. 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 the Department's expectation to enter into a five year contract (**July 1, 2011 through June 30, 2016**) with no renewals, resulting from this RFA.

G. Payment and 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 25 percent.
2. The grant contractor shall submit quarterly invoices and required reports of expenditures to the State's designated payment office:

Fiscal Unit, Division of Family Health
NYS Department of Health
Corning Tower Building – Room 878
Empire State Plaza
Albany, New York 12237-0657

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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. Payments will be made quarterly, upon receipt of vouchers and required reports.

3. The grant contractor shall submit the quarterly and annual reports on a timely basis.
4. All payment and reporting requirements will be detailed in Appendix C of the final grant contract.

H. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to compete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep

System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the Vendrep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 9).

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, operating certificates 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 Questions and Answer Phase (Section IV.B.) must be clearly noted in the 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 judgment of the Department of Health, the applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall 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 cases the contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. Appendices

The following will be incorporated as appendices into any contracts resulting from this Request for Applications:

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 G Notices

Appendix E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR'S insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

Appendix E-1:

- 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 Employee 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.

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

V. Completing the Application

Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA. All applicants should address the elements listed below:

A. Application Content

1. Program Summary: (maximum 1 page)

Provide a succinct summary of the project that includes mention of populations to be targeted and geographic area to be served. Include Application Cover Sheet (see Attachment 4) as well as the Site Summary Form (see Attachment 6) which summarizes service sites.

2. Statement of Need: (maximum 6 pages)

- Describe and document the oral health needs specific to the target population.
- Describe the current assets and the capacity to address the needs of the population (private dental care providers, dental clinics, and number of dentists participating in the Medicaid and Child Health Plus programs, school-based programs). Identify gaps in services.
- Demonstrate the need for this program at this time to supplement resources available in the community.
- Identify barriers and facilitators to address the needs.
- Identify the target population, number of communities, schools, children that will be served.
- Provide, in tabular format, the following indicators to demonstrate the need:
 - The population targeted for service.
 - Number of children specifically in 2nd and 3rd grades at selected service sites (e.g., schools) by age, race and socio-economic status and by enrollment in Medicaid and Child Health Plus insurance plans, including those who are eligible but not enrolled.
 - Percent of population within relevant minor civil division (MCDs) that falls below 200 percent of poverty, as per the 2000 census data.
 - Dentist-to-population ratio; number of Medicaid providers and providers in the community participating in Child Health Plus; evidence of lack of access to preventive and treatment services.
 - Number and proportion of children participating in free and reduced price school lunch programs.
 - Average travel time to health facilities, waiting time for dental appointments, and broken appointment rates.

3. Goals and Objectives: (maximum 2 pages)

- List the goals of the project.
- Provide specific, measurable, time-phased objectives to accomplish the goals in the context of a five-year project.

4. Operational plan: (maximum 8 pages)

- a. Describe the operational plan for achieving the first year objectives in the context of a five-year project:
 - Identify the activities to accomplish each of the objectives.
 - Establish a timeline for the completion of each component of major activity.

- Identify the person(s) responsible for the task.
 - Describe the general approach to developing the service delivery models for establishing dental homes for targeted children. If school-based programs, mobile vans or portable equipment are being planned, provide the details.
 - Describe the approach to fulfilling the school dental certificate requirements in the targeted schools, establishing dental homes and following up to ensure treatment completion.
 - Describe the record keeping system and reporting of indicators of oral health, sealant retention rates and cost of sealant placement. Describe how CDC-developed SEALS software or an alternative method will be used for data collection.
 - Include the sites to be covered, letters of support and memoranda of agreement with collaborating partners. This description should also include the target population, geographic focus, socioeconomic characteristics, and the number of children and families that will benefit from this initiative.
 - Identify the opportunities for developing community coalitions, partnerships and/or outreach projects. The narrative should include shared values of the partners and strategies that will be used to develop the coalition, partnership, or outreach projects, structure of the organization and the role of the members.
 - Describe how these activities will be continued after grant support ends.
- b. Describe how each of the following activities will be addressed:
- Enrollment procedures and plans to obtain participation of the high-risk and underserved groups.
 - Specific outreach and public information efforts to be targeted to eligible clients. Describe those linkages.
 - Sites to be considered for program implementation.
 - Type and intensity of the procedures.
 - A description of workload (for example: number of persons to be treated).
 - Plans for ensuring treatment to the medically indigent (i.e., those without Medicaid or other third party coverage and without adequate personal resources to pay for care) should be included for all direct service projects.
 - A detailed description of support to be provided by the partner/site including physical facilities, in-kind contributions and supervision by qualified dentists.
 - Documentation of support (letters of intent, memoranda of agreement, etc.) by participating agencies (i.e. schools, local health units, private community organizations) including expressed intention to provide space or utilities.
 - Complete job descriptions of all persons to be supported by project funds.
- c. Describe how you can participate and contribute to the development of regional networks/coalitions/partnerships to address oral health issues as well as participate in a regional surveillance system to gather data on 3rd grade children. Up to 5% of the budget may be used for participation in these activities.

The description of the goals and objectives and the operational plan should correspond directly with the appendices labeled Workplan, Budget and Budget Justification.

5. Evaluation: (maximum 2 pages)

For each activity, use a logic model (a model showing your reasoning for the activity and how it will be carried out) to describe the key output and outcome indicators and how they will be measured.

6. Applicant Organization: (maximum 2 pages)

Describe your agency, its mission and services. Also describe how this program funding will be used to enhance existing services and your organization's goals. Describe your agency's past experience providing services funded by grant dollars. If the agency is a recipient of a NYSDOH-funded dental program, provide details of the accomplishments during the previous grant cycle.

7. Program Management: (maximum 2 pages)

Describe in detail the organizational structure of your proposed program, including essential staff and their qualifications to perform the stated services. Identify the person responsible for the project. **Include the agency's organizational chart in an appendix, showing clear lines of authority for all project staff.** The organizational chart will not count toward the two-page limit.

8. Workplan:

Using attached workplan forms, (see Attachment 7), **please submit one workplan for the project period of July 1, 2011 through June 30, 2016 at the time of application.** The workplans should describe goals and objectives, timeframes, and evaluation methods for development and implementation. Program workplans should be consistent with goals and objectives, operation and evaluation.

9. Budget/Cost Sheet:

Please complete the attached budget forms (see Attachment 5) in their entirety. **The applicant should submit one-year budgets for each of the project period years (5 years) at the time of application.** All costs should be related to the provision of services as described in this RFA. Justification for each cost should be submitted in narrative form. Justification is not to exceed 4 single-spaced pages. For all existing staff, the Budget Justification should delineate how the percentage of time devoted to this initiative has been determined and time budgeted should be consistent with job description and activities described in the workplan. Applicants should indicate in-kind support for the project and projected revenues.

THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES OR THOSE FUNDED BY OTHER STATE AND FEDERAL INITIATIVES.

B. Application Format

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications **should not exceed 25 typed pages** (not including the cover page, required budget and workplan attachments), using Times New Roman (12 point font) with 1 inch margins all around. The value assigned to each section is an indication of the relative weight that will be given when scoring your application. Points will be deducted for not complying with the prescribed format, i.e., single spacing, document length, font, and for omitting sections.

Page Limits/Scoring:

1. Program Summary	Not to Exceed	1 Page	Maximum Score:	5 points
2. Statement of Need	Not to Exceed	5 Pages	Maximum Score:	15points
3. Goals & Objectives	Not to Exceed	2 Pages	Maximum Score:	5 points
4. Operational Plan	Not to Exceed	8 Pages	Maximum Score:	15 points
5. Evaluation	Not to Exceed	2 Pages	Maximum Score:	5 points
6. Applicant Organization	Not to Exceed	5 Pages	Maximum Score:	10 points
7. Program Management	Not to Exceed	2 Pages	Maximum Score:	10 points
8. Workplan Forms		No limit	Maximum Score:	15 points
9. Budget/Cost Sheet		No limit	Maximum Score:	20 points
Total		25 Pages		100 points

C. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated by the New York State Department of Health, Division of Family Health, and Bureau of Dental Health. Review teams may include members from other Bureaus and Divisions.

Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

If changes in funding amounts is necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the review process described above.

Following the award of grants from this RFA, applicants may request a debriefing from NYS DOH, Division of Family Health, Bureau of Dental Health no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application only. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: www.osc.state.ny.us. In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

VI. Attachments

- Attachment 1: Standard Grant Contract with Appendices
- Attachment 2: Letter of Interest Format
- Attachment 3: Application Checklist
- Attachment 4: Application Cover Sheet
- Attachment 5: Budget Instructions and Forms
- Attachment 6: Site Summary Form
- Attachment 7: Workplan Instructions and Forms
- Attachment 8: Sample Report

Attachment 9: Vendor Responsibility Attestation
Attachment 10: Resources
Attachment 11: Statement of Assurance

GRANT CONTRACT (MULTI YEAR) – Attachment 1

STATE AGENCY (Name and Address): _____ CONTRACTOR (Name and Address): _____ FEDERAL TAX IDENTIFICATION NUMBER: _____ MUNICIPALITY NO. (if applicable): _____ CHARITIES REGISTRATION NUMBER: ____ - ____ - ____ or () EXEMPT: (If EXEMPT, indicate basis for exemption): _____ CONTRACTOR HAS() HAS NOT() TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS. _____ CONTRACTOR IS() IS NOT() A SECTARIAN ENTITY CONTRACTOR IS() IS NOT() A NOT-FOR-PROFIT ORGANIZATION _____	NYS COMPTROLLER'S NUMBER: _____ . ORIGINATING AGENCY CODE: _____ . TYPE OF PROGRAM(S) _____ . . . INITIAL CONTRACT PERIOD . FROM: . TO: . FUNDING AMOUNT FOR INITIAL PERIOD: . _____ . MULTI-YEAR TERM (if applicable): FROM: . TO: .
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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 G	Notices
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

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

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

CONTRACTOR

By: _____
(Print Name)

Title: _____

Date: _____

Contract No. _____

STATE AGENCY

By: _____
(Print Name)

Title: _____

Date: _____

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

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

On the ___ day of _____ 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 A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal

guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

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 II, 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 _____

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

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. 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:

- ❶ 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
- ❷ 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:

- ❶ the end of the first <monthly or quarterly> period of this AGREEMENT; or
- ❷ 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. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

- 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 or 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, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, 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

Insert Reporting Requirements in this section. Provide detailed requirements for all required reports including type of report, information required, formatting, and due dates. Please note that at a minimum, expenditure reports (to support vouchers) and a final report are required. Other commonly used reports include:

Narrative/Qualitative: This report properly determines how work has progressed toward attaining the goals enumerated in the Program Workplan (Appendix D).

Statistical/Qualitative Report: This report analyzes the quantitative aspects of the program plan - for example: meals served, clients transported, training sessions conducted, etc.

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.

Appendix G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

Agency Code 12000
APPENDIX X

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 modification (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: _____

Attachment 2

Letter of Interest
or
Letter to Receive Notification of RFA Updates and Modifications

Kara Connelly
Bureau of Dental Health
Corning Tower, Room 542
Empire State Plaza
Albany, New York 12237

Re: RFA #
RFA Title: Preventive Dental Services

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.health.ny.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,

Attachment 3
Grant Application Checklist

Use this checklist to confirm that all sections are included and in the proper sequence in your application for submission to the Bureau of Dental Health.

- _____ Letter of Interest
- _____ Application Cover Sheet
- _____ Program Summary
- _____ Statement of Need
- _____ Goals & Objectives
- _____ Operational Plan
- _____ Evaluation
- _____ Applicant Organization
- _____ Program Management
- _____ Budget & Cost Sheets
- _____ Site Specific Information Form
- _____ Work Plan Sheets
- _____ Vendor Responsibility Attestation

Attachment 4

NEW YORK STATE DEPARTMENT OF HEALTH
Bureau of Dental Health
APPLICATION COVER SHEET
PREVENTIVE DENTAL SERVICES PROGRAM
RFA FAU #

(Please Print or Type)

Name of Organization/Facility:

Address of Organization/Facility:

Type of Organization: Not-for-Profit Governmental/Municipal
(Check all that apply.) Article 28 Rural Health Network School of Dentistry
 Other (specify) _____
 Incorporated Not Incorporated

Federal Identification Number:

NYS Charities Registration Number: Exemption (specify) _____

Person Responsible For Completing Application:

Name of Fiscal Contact:

Title:
Telephone Number:
Fax Number:
E-Mail Address:

Title:
Telephone Number:
Fax Number:
E-mail Address:

Applying For (Check all that apply):

- Type of service:
- Comprehensive School-Based Dental Services
 - School-Based Dental Sealant
 - Mobile Services/Dental Van
 - Other _____

- Population to be served/targeted:
- Early childhood
 - School-aged children
 - Children with Special Health Care Needs
 - Other _____

Total amount of Funding Requested:

Total Project Cost:

Attachment 5

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.

Please submit one budget for each of the following five periods: 7/1/11-6/30/12, 7/1/12-6/30/13, 7/1/13 -6/30/14, 7/1/14-6/30/15, and 7/1/15-6/30/16 at the time of application.

BUDGET NARRATIVE/JUSTIFICATION FORMS

Form B-1: Personal Services

Form B- 2: Fringe Benefit Rate

Form B- 3: Non Personal Services (NPS)

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

FORM B-1: PERSONAL SERVICES

Include a description for each position, including the percentage of time spent on various duties where appropriate, on this form. Contracted or per diem staff are not to be included in personal services; these expenses should be shown as consultant or contractual services under other than personal services.

FORM B-2: FRINGE BENEFIT RATE

Specify the components (FICA & Medicare Tax, Health Insurance, Life Insurance, Unemployment Insurance, Disability Insurance, Workers Compensation and Pension/Retirement) and their percentages comprising the fringe benefit rate. The total of the percentages should equal the fringe benefit rate used in budget calculations.

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

Funds should support staff travel to any key staff trips to Albany, if required. Funds can also be used for travel costs associated with conferences, workshops, administrative travel, programmatic travel and staff travel. Please provide a delineation of the items of expense and estimated cost (including transportation, mileage, meals, lodging and registration fees) 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, the cost per hour or unit and the time frame for the delivery of services.

Equipment

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

Attachment 5

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 (Non-Personal Services) and the Grand Total. Total expense = NYS + 3rd party + Other Source. Other Source may be in-kind, other grants etc.

TABLE A-1: PERSONAL SERVICES

Personnel, with the exception of consultants and per diems (which should be shown as a Non- 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.

% 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 $10\text{ months}/12\text{ months} = .833$. This ratio is part of the total expense calculation below.]

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

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

TOTAL EXPENSE must then be distributed between (1) NYS, (2) third party, and (3) other source as deemed appropriate by your fiscal staff. You may use any combination of these three categories for each line item, as long as the total expense for each line item is equal to the sum of the numbers shown to the right of it in those three funding categories. This is also applicable to Table A-2 discussed below.

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 regardless of whether or not funding for these expenses is requested from New York State. As with Table A-1, distribute total expense between NYS, third party, and other source (specify other source).

Attachment 5
Preventive Dental Services Program
7/01/20__ - 6/30/20__

Name and Address of Applicant:

Employer's Identification Number (Federal ID #): _____

NYS Charity Registration Number: _____

Program Director (person responsible for program oversight): will be sent the approved detailed budget and workplan, all call letters (re-application packages), and signature pages.	Program Coordinator (person responsible for managing the program): will be the person contacted regarding the workplan, quarterly program reports, etc...	Fiscal Contact (person responsible for managing the fiscal component of the program): will be sent all fiscal documents including held voucher notices, budget modification approvals, voucher reduction notices, and budget balance statements.
Name:	Name:	Name:
Title:	Title:	Title:
Address (if different from above):	Address (if different from above):	Address (if different from above):
Office Telephone Number:	Office Telephone Number:	Office Telephone Number:
Office Fax Number:	Office Fax Number:	Office Fax Number:
E-mail address:	E-mail address:	E-mail address:

Applicant: _____

Federal funds are being used to support this contract. Catalog of Federal Domestic Assistance (CFDA) number for these funds is: 93.994. Percentage of Federal Funds is 100%.

**Attachment 5
APPENDIX B
Table A**

**PREVENTIVE DENTAL SERVICES
OPERATING BUDGET AND FUNDING REQUEST**

CONTRACT PERIOD: July 1, 20__ - June 30, 20__

SUMMARY BUDGET

	=	+	+	+
	Total Expense	Amount Requested From NYS	3rd Party	Other Source Specify Other Source
Subtotal Personal Services (Totals only from Table A-1)				See Table A-1
Subtotal Nonpersonal Services (Totals only from Table A-2)				See Table A-2
GRAND TOTAL				

Attachment 5

APPENDIX B

Table A-2

**PREVENTIVE DENTAL SERVICES
OPERATING BUDGET AND FUNDING REQUEST
CONTRACT PERIOD: July 1, 20__ - June 30, 20__**

NONPERSONAL SERVICES	=	+	+	+	
	Total Expense	Amount Requested From NYS	3rd Party	Other Source	Specify Other Source
(List Budgeted Expenses)					
Subtotal Nonpersonal Services					

Attachment 5

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM B-1
PERSONAL SERVICES

Applicant: _____

Period: July 1, 20 - June 30, 20

PERSONAL SERVICES

Title	Incumbent Name	Description

Attachment 5

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT FORM B-3 NONPERSONAL SERVICES

Applicant: _____

Period: July 1, 20 - June 30, 20

NONPERSONAL SERVICES

Item	Cost	Description

Attachment 5

APPENDIX B

TABLE B

Preventive Dental Visits - Third Party Revenue Projection

Applicant: _____

Period: July 1, 20 - June 30, 20

Third Party Revenue Projection

	(1) # of Projected Visits	(2) Reimbursement Rate per Visit	(3) Total Revenue (1 x 2)	(4) Estimated Amount Uncollectible	Total Revenue Generated * (3 - 4)
MEDICAID FEE FOR SERVICE		\$	\$	\$	\$
MEDICAID MANAGED CARE (Medicaid carve out allows billing at the fee for service rate)		\$	\$	\$	\$
CHILD HEALTH PLUS		\$	\$	\$	\$
OTHER INSURANCE		\$	\$	\$	\$
GRAND TOTAL		XXXXXXXXXXXXXXXX XXXXXX	\$	\$	\$

***Distribute the Total Revenue Generated (lowermost box on right) in the Third Party columns of budget Tables A-1 & A-2. The total third party distributed in Tables A-1 and A-2 should equal the total revenue generated exactly.**

**Attachment 6
SITE SUMMARY FORM**

Applicant: _____

Minor Civil Divisions or School District Included in Service Area	Estimated # children in this Minor Civil Division or School District	Estimated % population below 200% of Federal Poverty Level

Site Specific Information							
Site - Name and Address	Children						Ave. travel time for accessible dental services
	Total # Population this site	# (%) Targeted for dental sealant services*	# (%) Targeted for other comprehensive direct services	# (%) Targeted for screening, education, follow/up only*	# (%) with Free and Reduced Price School Lunch Program	# (%) with Medicaid	

* Do not include those individuals who will receive comprehensive dental services in this column.

Attachement 7

Preventive Dental Services Work Plan Instructions:

Grant funds are designated to establish and/or enhance health promotion, disease prevention, and dental services to primarily children, including those with special needs, pregnant women and new mothers in high need areas. As outlined in the original RFA, strategies may include:

- initiating, establishing and supporting partnerships and coalitions with other organizations for implementing, promoting and sustaining health promotion/disease prevention activities;
- identifying effective interventions to suit the community needs and mobilize resources to implement the activities;
- facilitating linkages and assuring access to quality systems of care (which may include development and dissemination of community health services resource directories, provision of screenings, referral and follow-up services in schools, Head-Start, WIC and other sites);
- supporting the use of population-based preventive services such as community- or school-based fluoride, dental sealants, and other innovative programs;
- establishing or expanding innovative preventive service models for providing care to underserved populations in geographically isolated and/or health manpower shortage areas, including the delivery of dental education, oral assessment and dental sealants;
- identifying locations to be served with an adequate population-base to support the program;
- designing a promotional campaign appropriate to the community that will identify the services, delivery methods and follow-up care;
- selecting materials and equipment appropriate to the level of services;
- developing protocols, record keeping system, billing systems and procedures to facilitate communications; and
- assuring adequate staffing patterns, training, and logistical support systems.
- Implementing a surveillance system to monitor oral diseases in children and women consistent with the New York State Oral Health Surveillance System.

The program may also develop case management models to address the needs of difficult to reach populations. Strategies may include:

- undertaking care coordinating efforts that may include making appointments, issuing reminders, and following-up with clients who have missed an appointment;
- maximizing one-on-one contact between caseworkers and clients, which enhances the possibility that clients will seek care, keep appointments, and follow through with treatment;
- emphasizing outreach at the local level;
- providing targeted education of parents and children;
- working with public health nurses, community health workers, and other providers to inform patients of services;
- sending postcards or letters to clients reminding them of the importance of keeping dental appointments; and
- Cultural sensitivity training for the dental office staff.

Attachment 7 (continued)

Community-based health promotion and disease prevention programs should be supplemented with the availability of professional services to ensure continued progress in raising the status of oral health in the community. Further, partnerships with local health units, community-based organizations, consumers and families, health care providers and other state agencies increase the likelihood that programs will be workable and designed to suit the needs of the community.

PREVENTIVE SERVICES WORKPLAN (APPENDIX D)

Provide specific, measurable, time-phased objectives to accomplish the goals outlined from your original workplan within the context of year three of the five-year project:

- Identify the SPECIFIC activities to accomplish each of the objectives.
- Establish a timeline for the completion of each component of major activity.
- Identify the person(s) responsible for the task.
- Include the sites to be covered, collaborating partners, the target population, geographic focus, socioeconomic characteristics, and the number of children and families that will benefit.
- A description of workload (for example: number of persons to be treated).

As an attachment, provide an updated staff listing and updated job descriptions of all persons to be supported by project funds.

Applicant: _____

**APPENDIX D
WORKPLAN
PREVENTIVE DENTAL SERVICES
CONTRACT PERIOD: July 1, 2011 - June 30, 2012**

Goal:

OBJECTIVES	SPECIFIC ACTIVITIES TO MEET OBJECTIVES	ESTIMATED COMPLETION DATE	PERSON(S) RESPONSIBLE	TRACKING/EVALUATION MEASURES

Attachment 8

**New York State Department of Health
School-Based Health Center Dental Program**

Quarterly Report Program Year 2010-2011

SECTION I

Sponsoring Agency: _____

Program Name: _____

Contact Name: _____

Phone Number: _____ E-mail: _____

Quarter Ending	
<input type="checkbox"/>	September 30 (Q1)
<input type="checkbox"/>	December 31 (Q2)
<input type="checkbox"/>	March 31 (Q3)
<input type="checkbox"/>	June 30 (Q4)

Date: _____

Is this a New York State Funded Program? YES NO

School-Based Services Provided:

- Dental screenings
- Dental examinations
- Oral Prophylaxis

Oral health education Sealants

- Topical Fluoride Applications
- Referrals
- Other

School-Based Service Site

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

Use additional form(s) if more than 6 school sites are in operation during the quarter

NOTE: Data for bolded items can be obtained from Program Level Reports from SEALS software.

Service Sites

SECTION II [summary]	1	2	3	4	5	6	Total
Total # of children available to be served in the school							
# of screening visits							
# of preventive visits							
# of children referred for preventive services							
# of children referred for treatment services							
# of calls received during non-school hours for treatment services							

Service Sites

<i>SECTION III [children served]</i>	1	2	3	4	5	6	Total
# of children having an oral examination							
# of children having oral prophylaxis							
# of children having a topical fluoride application							
# of children having sealants applied							
# of children seen with minor complaints							

Service Sites

<i>SECTION IV [outcomes]</i>	1	2	3	4	5	6	Total
# of consent forms distributed							
# of signed consent forms returned							
# of children provided individual counseling/education							
# of children with untreated decay							
# of children with sealants already present							
# of children identified in need of extensive treatment services [5 or more restorations and 2 extractions needed; abscess in one or more teeth]							

Service Sites

<i>SECTION V [group education]</i>	1	2	3	4	5	6	Total
# of group education sessions held							
# of children receiving education							

Service Sites

SECTION VI <i>[total hours spent at each school during the quarter providing the following services]</i>	1	2	3	4	5	6	Total
Screenings							
Prophylaxis							
Topical fluoride							
Sealants							
Estimated the average number of minutes spent per child to apply sealants							
Working with Community Advisory Committee and other community organizations							

SECTION VII [3rd party billing]	Total
# of Medicaid billable visits	
Total dollar value of billed visits	
Total amount of reimbursement received	
# of Child Health Plus billable visits	
Total dollar value of billed visits	
Total amount of reimbursement received	
# of other 3 rd party billable visits	
Total dollar value of billed visits	
Total amount of reimbursement received	
# of visits under zero-based sliding fee scale	
Total amount collected	
Total Revenues Collected	

SECTION V111 [total direct operational costs during the quarter to	Total

<i>deliver school-based services on site]</i>	
Total personal service costs associated with operating school-based sites	
Total other than personal services costs associated with operating school-based sites	
Total direct costs for all school-based sites in operation during the quarter	

SECTION IX: Program Narrative

Program Activities	Briefly describe what occurred during the quarter
Program promotion	
Outreach	
Oral health education	
Parental consent	
Enrollment of children	
Establishing 24-hour a day/7-day a week access for referral to treatment	
Obtaining third party reimbursements for billable dental services	
Data collection	
Evaluation of the program and services	

Quality assurance	
Community Advisory Committee	
Other: specify	

INSTRUCTIONS

SECTION I

Sponsoring Agency: Enter the name of the Article 28 sponsoring agency and the name, telephone number and e-mail address of the person responsible for overseeing and managing the dental health services program. Enter the date the report is completed.

Quarter Ending: Check the appropriate box to indicate the quarter being reported.

Services Provided: Check all services provided by the program.

Sites Served: Enter the name of each school site where dental health services were provided during the reporting period. Use a separate form if there are more than six school sites.

The numbers in the columns to the right in Sections II-VI correspond to each of the respective school sites.

NOTE: Sections II, III, IV, V, and VI require you to report site-specific data for each school site at which you provide program services. Report the combined total for all of your sites in the last column in each section. Space is provided for 6 sites. Use addition forms if you operated more than 6 separate school sites during the quarter.

SECTION II: Summary

Children available to be served: Based on the results of your needs assessment, enter the total number of children at each school site that would be eligible to receive dental services.

Screening: Screening is a general dental assessment conducted by a dental hygienist, nurse, or other health professional for the purpose of collecting oral health surveillance data, determining the current oral health status of the child, identifying current oral health problems and treatment needs, and making referrals for any needed dental care and treatment.

Preventive services:

Oral evaluations	Sealants
Oral prophylaxis	Topical fluoride treatment

Visits: Enter the total number of screening, preventive and treatment visits at each site. The number of visits may exceed the number of children as a child can have a preventive and a treatment visit, as well as multiple visits within a service category.

Referrals: Record the number of children referred for preventive or treatment services. If a child has both a preventive referral and treatment referral, the child would be counted under each category of referral.

Calls during non-school hours: Report the number of calls received during the reporting period to the after hours emergency number.

SECTION III: Children Served

Children served: For each site at which services were provided during the reporting period, enter the number of children receiving each type of service.

For example; if a child had an oral examination, oral prophylaxis, sealant application, and a restoration during the reporting period, the child would be counted four times, once under each of the 4 different service types.

SECTION IV: Outcomes

Consent forms: Record the total number of consent forms distributed during the reporting period and the total number of signed consent forms returned. Due to time lags in the return of forms, some forms distributed toward the end of one quarter may not be returned until the next quarter; similarly, some forms received during the current reporting period may have been distributed in the previous quarter.

Individual counseling/education: Report the number of children receiving one-on-one dental education or counseling during the reporting period. Individual counseling/education may be provided in conjunction with a dental screening visit or oral evaluation and not necessarily reflect a separate visit.

Decay: Based on the results of screenings and oral examinations conducted during the quarter, report the number of children identified with current caries (untreated decay).

Sealants: Based on the results of screenings and oral examinations conducted during the quarter, report the number of children identified with dental sealant already present on at least one molar.

Extensive treatment needed: Of the children identified with active decay and dental problems during the reporting period, report the number of unduplicated children found to be in need of extensive treatment services. A child should be classified as needing extensive treatment if he/she needs 5 or more restorations **and** not fewer than 2 extractions **or** if he/she has one or more abscessed teeth.

SECTION V: Group Education

Sessions: Enter the total number oral health group sessions held during the reporting period. For example, three group sessions on the same topic at a given school service site would be counted as 3 separate classes.

Children educated: Report the number of children receiving oral health education in a group session during the quarter. A child can be counted more than once if he/she attended multiple sessions.

SECTION VI: Hours at Each School Providing Services

For each different type of activity listed, estimate the total number hours spent on the activity during the reporting period.

For example: Six screening clinics were held during the quarter. Each screening clinic ran for 4½ hours.
6 clinics x 4.5 hours each = 27 hours

SECTION VII: 3rd Party Billing

Enter the total number of all visits made to the SB-DP during the quarter that are billable to Medicaid, Child Health Plus, or other third party source. Based on allowable rates, calculate the total dollar value of all billable visits for each type of third party coverage and the total amount of revenue collected by the sponsoring agency.

For children whose families have agreed to pay for treatment services utilizing a zero-based sliding fee scale, record the total number of visits during the reporting period for treatment services. Enter the total dollar amounts paid to the SB-DP (sponsoring agency) by the family.

Enter the total amount of revenues generated from all sources.

SECTION VIII: Direct Costs to Operate School-Based Sites

Personal services: Using the total hours reported in Section VI for the provision of screening, prophylaxis, sealant, and treatment services, calculate total personnel costs for staffing the sites.

For example: Services were provided at 5 different school sites during the quarter, for a combined total of 144 hours (12 weeks x 3 days per week x 4 hours per day = 144 hours).

Whenever in operation, 2 hygienists and 1 dental assistant staffed the sites. Using the hourly salaries plus fringe for each individual, calculate total personal costs for those 3 individuals to staff the sites.

Other than personal services: Report all other costs associated with operating the sites for those 144 hours. Other costs may include, but not be limited to: sealant material and applicators, gloves, dental bibs, tray covers, prophylaxis paste and brush, prophy cups, dental instruments, cotton gauze, fluoride trays, cotton tips, tip applicators, dental floss, tooth brushes, tooth paste, infection control barriers for equipment, mileage, moving costs for mobile equipment, etc.

SECTION VIII: Narrative

Provide a brief status report on your activities. You should highlight and report on any progress made and note any problems encountered with respect to program implementation, service delivery, or achieving your objectives.

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, H. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Dental Resource Guide

New York State Department of Health Oral Health Page
<http://www.health.state.ny.us/prevention/dental/>

CDC Division of Oral Health Home Page
<http://www.cdc.gov/oralhealth/index.htm>

New York State Technical Assistance Center
<http://www.oralhealthtac.org/>

New York State Dental Health Certificate Home Page
<http://www.nyssmiles.org/nys-directory/>

Ohio State Department of Health Dental Clinics
<http://www.ohiodentalclinics.com/>

Attachment 11

STATEMENT OF ASSURANCES

To be eligible for approval to provide dental services in a school-based program, the Chief Executive Officer or designee of the applicant organization/local Health Commissioner/ Director of Public Health must attest to compliance with all the statements below. An original signature in ink must appear at the bottom of the page.

- Dental health services at the school-based program will be operated according to the **Requirements for a School-Based Health Center Dental Program in New York State.**
- Services as outlined in Tables C and D will be performed by licensed professionals at all approved school-based programs.
- Dental screening and educational services in school-based programs will be provided to students with no out-of-pocket expenses to students or their families.
- Third party reimbursement will be sought for all billable preventive and treatment services.
- A zero-based sliding fee scale will be used if charges are to be assessed for treatment services. Parents will be notified of the zero-based sliding fee scale in advance of the provision of treatment services and must agree to the payment schedule prior to being billed.
- No child will be denied treatment services due to the parents' inability or unwillingness to pay for services or to the anticipated cost of the services.
- All revenues generated by the SBHC-D will be used to support the operations of the SBHC-D.
- Data will be routinely collected on all dental services and analyzed and reported quarterly.
- Changes in services, staffing levels, space or sites, or the designated contact person will be reported immediately in writing to the Department of Health, Bureau of Dental Health and a copy sent to Regional staff.
- Four quarterly and an annual project report will be submitted to the NYSDOH Bureau of Dental Health. Quarterly reports will be submitted within 30 days of the completion of the quarter and the annual report within 60 days of completion of the program year.
- Professional and legal standards of client confidentiality will be strictly maintained per Public Health Law, HIPAA, and FERPA.
- All health professionals are licensed pursuant to Title 8 of the NYS Education Law and the program is under the general supervision of a licensed physician to provide general administrative oversight and supervision of the program.
- The New York State Department of Health Bureau of Dental Health and its designees will be given access to conduct site visits as necessary.

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

Print Name: _____ Agency: _____
CEO/Commissioner/Director of Public Health

Signature: _____ Date: _____

Title: _____