

RFA # 1308090430

New York State Department of Health
Division of Health Facilities Planning
Bureau of HEAL, Workforce Development and Capital Investment

Request for Applications
Health Workforce Retraining Initiative 2014-15

Release Date: **Monday September 9, 2013**

Questions Due: **Wednesday September 25, 2013**

**Questions, Answers
and Updates Posted:** **Friday October 4, 2013**

Applications Due: **Thursday October 31, 2013 by 3:00 p.m.**

DOH Contact Name & Address: **Barry M. Gray**
NYS Department of Health
Corning Tower, Room 1821
Empire State Plaza
Albany, NY 12237
wrkforce@health.ny.gov

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I. Introduction

A. Program Description

The Health Workforce Retraining Initiative supports the training and retraining of health and public health industry workers with the skills necessary in the public health and health care market today. Since its inception, the program has awarded nearly \$352 million to 500 grantees and trained or retrained over 170,000 health care workers.

B. Background/Intent

The New York State Departments of Health and Labor are jointly soliciting applications from organizations proposing to train or retrain (hereafter referred to as “train”) health industry workers to obtain new positions; meet the new job requirements of existing positions; or otherwise meet the requirements of the changing public health and health care market and diversity of the populations seeking health care services.

All health care sectors including public health continue to face persistent problems recruiting and retaining employees in various health care occupations. Over half of the fastest growing occupations in the U.S. are in health care. Healthcare facilities face increasing pressures to operate more efficiently due to declining statewide and regional occupancy levels; a growing need to integrate emerging technologies into the health care delivery system; tight credit markets; revenue shortfalls that lead to staffing cuts; and the continued transition of resources from inpatient and tertiary care to primary care. In addition, recent reform initiatives at both the State and Federal levels of government are encouraging both health plans and providers to achieve better health, better health care and lower costs through the development of new models of integrated care management such as “patient centered medical homes,” and “health homes.” These factors and efforts will require the existing workforce to be trained in emerging models of collaborative care, understand how to focus on population health needs, work in interdisciplinary teams and maximize the use of health information technology.

Further, New York State’s population is becoming increasingly more diverse, with 41% being of racial and ethnic populations¹. Therefore, it is critical that health care system interactions are able to meet the needs of diverse populations at all levels. Culture and language are vital factors in both health care delivery and in receipt of health care services. It is important that the health care work force be equipped with the information and skills necessary to respond appropriately; provide services in culturally and linguistically appropriate ways; and reflect the diversity of the populations being served².

This program is intended to support such efforts.

1 New York State Department of Health *New York State Minority Health Surveillance Report 2012* (NYSDOH Office of Minority Health and Health Disparities Prevention 2012), 30.

2 New York State Department of Health *New York State Minority Health Council Report with Recommendations to New York State Commissioner of Health, Richard F. Daines, M.D.* (NYSDOH Office of Minority Health and Health Disparities Prevention and the New York State Minority Health Council 2010), 5.

C. Problem/Issue

Funds will be used to support efforts to address:

- Changes in the skills required for public health and healthcare workers to maintain current employment including meeting new job or certification/licensing requirements;
- Additional skills needed for a new job due to changes in the market place, including new employment for at-risk/laid off workers;
- Occupational Shortages;
- Changes in skills required to support new models of integrated care management and interdisciplinary team based care and the linkage between population health and health care services;
- Development of home and community based long term care. The need for long term care workers who can assist patients to remain in their homes and communities, rather than be treated in more intensive settings;
- Diversity in the health care and public health work force;
- Additional skills needed to comply with the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care's Principal Standard *"To provide effective, equitable, understandable, and respectful quality of care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs"*.³
- Additional skills needed to enhance providers' awareness of interventions, resources and tools for integrating health literacy into practice⁴.

Note: Cultural Competence and Health Literacy are two distinct bodies of knowledge and practice.

Cultural competency is the ability of organizations and practitioners to recognize the individual's cultural beliefs, values, attitudes, traditions, language practices and health practices and apply this knowledge to influence positive health outcomes.

Health Literacy is the degree to which individuals have the capacity to obtain, process and understand basic health information and services needed to make appropriate health decisions⁵.

Note: Funds may not be used to train physicians and physicians in training.

3 U.S. Department of Health and Human Services *National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care*, <https://www.thinkculturalhealth.hhs.gov/Content/clas.asp> (2013).

4 Howard K. Koh, Cindy Brach, Linda M. Harris and Michael L. Parchman, *A Proposed 'Health Literate Care Model' Would Constitute A Systems Approach To Improving Patients' Engagement In Care* *Health Affairs*, 32 no.2 (2013):357-367.

5 Maryland Department of Health and Mental Hygiene *Cultural Competency and Health Literacy Primer: A Guide for Teaching Health Professionals and Students* <http://dhmh.maryland.gov/mhhd/CCHLP/SitePages/Home.aspx> (2013).

D. Funding

Up to \$26,812,800 is available to support this RFA. Regional funding is available based on the amount raised in a region and will be awarded on a competitive basis within a region in accordance with the guidelines laid out in the Review and Award Process section on page 31. The region in which funding is requested is determined by the *county of the employer with participants to be trained* or the *county of residence of laid-off workers to be trained*. Table 1 details the counties included and amount available within each region.

Table 1 Maximum Funding Levels by Region							
Western	Rochester	Central	Utica/Watertown	Northeastern	Northern Metro	New York City	Long Island
Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming	Livingston Monroe Ontario Seneca Wayne Yates	Broome Cayuga Chemung Cortland Schuyler Steuben Tioga Tompkins Onondaga	Chenango Franklin Hamilton Herkimer Jefferson Lewis Madison Oneida Otsego Oswego St. Lawrence	Albany Clinton Essex Fulton Greene Montgomery Rensselaer Saratoga Schenectady Schoharie Warren Washington	Columbia Delaware Dutchess Orange Putnam Rockland Sullivan Ulster Westchester	Bronx Kings New York Queens Richmond	Nassau Suffolk
\$745,396	\$1,581,955	\$858,010	\$96,526	\$793,659	\$1,287,014	\$18,591,996	\$2,858,244

II. Who May Apply

A. Minimum Requirements

Eligible Organizations

Organizations eligible to apply for funding include:

- general hospitals;
- long term care facilities;
- other health care facilities;
- health worker unions;
- labor-management committees;
- health care facility trade associations;
- joint labor-management training funds established pursuant to the provisions of the Federal Taft-Hartley Act; and
- educational institutions.

Minimum Application Requirements

An application will be scored if it:

- is received in hard copy (no fax or email) by 3 pm on the application due date;
- includes a sealed technical proposal and a separate sealed budget proposal;
- includes an original signed application cover sheet; and
- includes cover sheets for each proposed project.

Applicants should refer to “Section V. Completing the Application” for further detail on application requirements. Applications that do not meet the minimum requirements will not be reviewed.

Preferred Application Requirements

Highest points will be awarded to projects that present well documented and clearly defined:

- need for training;
- capability and commitment on the part of the applicant;
- collaboration among application partners;
- training strategy;
- work plan;
- measurable outcomes; and
- responses to the funding preferences listed below.

Funding Preferences

Funding preference will be given to applications that:

- provide training in occupations with documented shortages;
- target workers who have experienced, are likely to experience job loss, or are recipients of public assistance programs due to changes in the public health or health care system;
- provide written labor union concurrence from the relevant bargaining agent(s);
- provide needed expansion of educational capacity;
- provide training to meet increased job or certification/licensing requirements in current position;
- promote the diversity of the healthcare workforce, e.g., by providing a pipeline program for students to increase racial and ethnic diversity in public health and biomedical sciences;
- promote the provision of culturally competent patient centered care, i.e., care responsive to diverse cultural health beliefs and practices, levels of health literacy, and preferred languages. May include foreign language, translation and interpretation skills, and strategies that enhance the public health workforce’s ability to meet the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care;
- provide training which promotes the development of new models of integrated care management, such as medical homes, health homes, or interdisciplinary team based care, for example care coordinators, community health care workers, chronic disease managers, and linkages between population health and health care;
- provide training opportunities to increase awareness and understanding of health disparities;
- promote improved quality and outcomes of care through training in the effective reporting, analysis and use of data collected by health information technology (HIT) applications;
- provide training in the effective use of telemedicine to improve access to critical services;
- prepare workforce for participation in managed long term care; and
- leverage other resources to make projects more cost effective.

III. Project Narrative/Work Plan Outcomes

A. Project Expectations

Grants will be made to train public health and health care workers in skills that address evolving workforce demands. Grants will be made on a competitive basis by project and by region in accordance with the guidelines laid out in the Review and Award Process Section D on page 31.

Successful applicants will be expected to:

1. Develop and manage the administrative structure necessary to implement proposed projects in a timely manner. This includes commitment of staffing adequate to: develop relationships and contracts with partners for assessments, training or other functions necessary for the successful implementation of the project; manage and coordinate the project; meet fiscal and programmatic contract requirements; and evaluate the project.
2. Provide effective, equitable, understandable, and respectful quality of care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.
3. Ensure the cost effective provision of assessment, training and placement services to the numbers of participants proposed in the grant application or as modified through contract negotiations.
4. Provide the State with quarterly outcome and expenditure reports, and a two year final report, in a timely manner as described in section IV, Administrative Requirements.
5. Fully cooperate with Department of Health and Labor representatives during monitoring site visits and provide supporting documentation and other data or information as may be necessary to help assess the success of the project.

B. Eligible Activities

Activities eligible for funding under the Health Workforce Retraining Initiative may include, but are not limited to:

- **Assessment and Intake.** To determine training needs and class placement, as part of a training program, this includes the use of such tools as:
 - Test of Adult Basic Education (TABE)⁶ – to assess literacy, math/reading level and/or job skills;
 - AHRQ Health Literacy Universal Precautions Tool Kit⁷ – to assess health literacy; and/or
 - Other relevant assessment tools.

This also includes counseling and guidance activities. The activity refers to pre-intake assessment, and does not include ongoing evaluation of progress during training.

⁶ McGraw Hill Education *Tests of Adult Basic Education* <http://www.ctb.com/ctb.com/control/productFamilyViewAction?productFamilyId=608&p=products> (2013).

⁷ Agency for Healthcare Research and Quality *Health Literacy Universal Precautions Tool Kit* <http://www.ahrq.gov/professionals/quality-patient-safety/quality-resources/tools/literacy-toolkit/index.html> (2013).

- **Remediation.** Includes preparation in English for speakers of other languages. Takes into consideration limited English Proficiency (LEP) populations when developing instructions in basic reading or mathematics, or completion of requirements for a General Equivalency Diploma (GED). Remediation may be provided as part of a training program which may include health literacy, where it is necessary for redeployment to new jobs, or required to maintain current employment, or as a separate self-contained project.
- **Basic Skill Development.** Includes training in such skills as word processing, data entry, computer based calendaring and scheduling, reception and customer service, language development and communication skills.
- **Reorientation.** Includes short-term preparation of public health and health industry workers to transition to other health sectors. For example, this includes preparing a medical-surgical nurse as a public health nurse or bilingual community health workers as medical interpreters or preparing a public health nurse to participate in emergency or disaster response.
- **Counseling.** Includes culturally and linguistically appropriate counseling, mentoring, and precepting for employees who are learning new skills.
- **Skill Development and Enhancement.** Includes training that develops or enhances new skills in areas such as care coordination, team based care, chronic disease management, language development and communication skills, cultural competency and health literacy. This might include, for example, care coordination skills for outpatient medical assistants, communication skills to promote transfer between acute and post-acute facilities, or training to enhance skills among CHWs/Promotoras.
- **Expansion of Educational Capacity.** Includes support for faculty, clinical instructors, preceptors, and others to create added training slots that meet the educational, cultural, linguistic and health literacy needs of the public health and health care workforce.

Retraining Initiative funds may not be used to supplant existing training programs. In-service training customarily provided by a staff development department will not be funded. Funds may also not be used to train physicians and physicians in training.

C. Application Review Criteria/Desired Contract Deliverables

Applicants most likely to be selected for funding are those that best address the following:

Need for Training: Applicants should define the specific issue(s) or problem(s) to be addressed by the proposed project in each region for which funding is being requested. Preference will be given to those projects which propose to train in shortage occupations; train workers who are laid-off, likely to experience job loss, or on public assistance as a result of hospital closures; expand educational capacity; provide training to meet new job or certification requirements; leverage other resources to make projects more cost effective; promote diversity of the public health and healthcare workforce; provide training which supports the development of new models of integrated care management; interdisciplinary team based care or culturally competent patient centered care; provide training opportunities which increase awareness and understanding of health disparities; promote use of data collected by health information technology (HIT), or train in effective use of telemedicine. Applicants who cite local and regional

employment trends will score better than those who refer to national or statewide trends, because of regional variations in job markets.

- **Training for laid-off workers or workers likely to experience job loss.** Applicants should document which health care facilities laid off workers are coming from and/or document facility plans to downsize or close, such as Certificate of Need applications for reduced beds or approved hospital closure plans. Applicants may also propose to train laid off workers, those likely to experience job loss, or those receiving public assistance due to changes in the health care system (i.e. facility closures) in areas either inside or outside the health care sector, but should document how the training will promote the employment of participants when training is completed.
- **Training in shortage occupations.** Applicants should demonstrate shortages in the occupations for which training is proposed. Such documentation may be through local, regional, or state labor statistics, vacancy rates, long recruitment times, local studies/surveys, letters from employers, or other appropriate mechanisms. Training for shortage occupations has traditionally been accomplished by offering health care workers upgrades or enhanced skills through degree or non-degree educational programs or through tailored instructional programs.
- **Training for emerging technologies.** Applicants should document the needs of the facilities for training of workers in emerging technologies. Such documentation can be project specific, facility specific or job specific. For example, an applicant could discuss specific job titles that a hospital has identified and why training is needed for those titles, or why the installation of a new hospital wide system (with target installation dates) will create a need to train all job titles. Examples of training in this category include new coding systems, upgrading to electronic medical records, or training on a new hospital information system. *This program will only support equipment directly associated with training and not equipment which will be used for on-going operational activities.*
- **Training for changes in job requirements.** Applicants should document changes in certification, licensing requirements, or other upgraded job requirements of current positions or job titles. Applicants should describe how the training will benefit the employees and positively affect the patient population or quality of care at the facility. Training in this category can include, for example, cross-training of staff in multiple disciplines, certification for dialysis technicians, radiology titles, OR technicians, pharmacy technicians, and others, or other strategies that assist employees to meet new job requirements or upgraded credentials for a current position. *It does not apply to all certificate training or licensed training, only to training that upgrades skills to meet new requirements of an existing position.*
- **Training which increases diversity of the healthcare workforce.** Applicants are encouraged to develop recruitment, retention and training strategies that will result in an increase in diversity in the public health and healthcare workforce. These strategies may be incorporated into any of the above areas and should not represent a separate training category. Applicants should document how the proposed cultural competence training goes beyond the typical human resources in service training, which focuses on basic understanding of cultural differences. The application should delineate the additional skills that training will provide to overcome language and cultural barriers.

- **Expansion of educational capacity.** Applicants may submit requests to expand educational capacity for occupations where training opportunities have been limited by the lack of faculty, clinical instructors or clinical affiliation slots. The expansion of educational capacity can involve nursing, such as MSN programs with educational concentrations, or other occupations where opportunities have been limited. Applicants must document the need for additional capacity via **waiting lists for training slots, numbers of applicants turned away, and other program specific statistics that indicate need for more training capacity.** Projects requesting funding under this category should, in addition to expanding capacity, train participants during the grant cycle in the new training slots created.
- **New models of care.** Applicants should document how the proposed project supports the development of new models of integrated care management, or interdisciplinary team based care and links between population health and health care.
- **Addressing health disparities.** Applicants should document how the proposed project addresses health disparities.

In 2011, the U.S. Department of Health and Human Services, released the “HHS Action Plan to Reduce Racial and Ethnic Health Disparities” (NPA) United States Department of Health and Human Services *HHS Action Plan to Reduce Racial and Ethnic Health Disparities*

<http://minorityhealth.hhs.gov/npa/templates/content.aspx?lvl=1&lvlid=33&ID=285> (2011).

and its companion document, the “National Stakeholder Strategy to Address Health Disparities”

United States Department of Health and Human Services *National Stakeholder Strategy for Achieving Health Equity*

<http://minorityhealth.hhs.gov/npa/templates/content.aspx?lvl=1&lvlid=33&ID=286> (2011).

Among its five NPA goals, HHS identified the need to strengthen the health and human services’ workforce. Goal II: Strengthen the Nation’s Health and Human Services Infrastructure and Workforce outlines three key actions that are critical to the success of this plan: increase the ability of all health professions and the healthcare system to identify and address racial and ethnic health disparities; promote the use of community health workers and Promotoras; and increase the diversity of the healthcare and public health workforce. To support these action, efforts should include:

- improving cultural and linguistic competency and the diversity of the health-related workforce (e.g., through the use of the National Standards for Culturally and Linguistically Appropriate Services [CLAS] in Health and Health Care);
- developing and supporting the health workforce and related industry workforces to promote the availability of cultural and linguistic competency training that is sensitive to the cultural and language variations of diverse communities;
- increasing diversity and competency of the health workforce and related industry workforces through recruitment, retention, and training of racially, ethnically, and culturally diverse individuals; and
- encouraging interpreters, translators, and bilingual staff providing services in languages other than English to follow codes of ethics and standards of practice for interpreting and translation.

Strategies in this category can include, for example, providing education and training to recipients of public assistance programs due to hospital closures, for occupations in health care fields; diversifying the healthcare workforce; promoting the provision of culturally competent patient centered care; training community health workers and/or Promotoras; providing a pipeline

program to students to increase racial and ethnic diversity in public health and biomedical sciences; advancing translation and interpretation services or providing training in medical translation and interpretation; or providing training opportunities to increase awareness and understanding of health disparities; or providing training to enhance the public health workforce's ability to meet the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

Capability and Commitment of the Applicant to Implement the Program: Applicants should clearly demonstrate their ability to train the target population and meet contract reporting requirements on the participants in the proposed projects and regions for which funding is requested. Such documentation should include, but is not limited to:

- **Measurable prior training success in the area of the proposed project(s).** The applicant should document the success of previous training experience. Examples of documentation include:
 - training numbers and hiring rates for upgrading programs;
 - reductions in denied claims for a period after enhanced training in billing/coding was delivered;
 - reductions in patient waiting times; or
 - measurable increases in patient satisfaction as demonstrated by surveys for process improvement training.

Applicants who have received past HWRI grants but have been unable to fully implement the projects in a timely manner should explain the reasons for the lack of implementation or delays and provide information as to why they will not have similar issues with the implementation of their proposed projects under this solicitation. Past HWRI contractors should describe their record of success in training and placing public health and healthcare workers.

- **Measurable outcomes in other training programs.** Applicants proposing training in an area that they have not had previous experience in should describe their plans to demonstrate success with the proposed training project. Such information could include:
 - past experience in a related training type; or
 - description of how established collaborations will ensure best outcomes.
- **Retention of graduates in past areas of training.** Applicants should demonstrate retention of workers as a result of past training efforts. Such documentation could include:
 - the number of school based graduates that were hired by facilities or collaborative partners in the skills trained;
 - the number of graduates receiving job upgrades;
 - the number of workers trained that are still employed in their field; and/or
 - statistics from employee satisfaction surveys that could be utilized as retention documentation for non-upgrading training programs.

- **Responsive administration of program and ability to meet contract requirements.** Applicants should demonstrate their ability to implement the program within a three month period of time from the date of contract execution. Implementation may include time for planning activities such as curriculum development, participant selection, or structuring the training to reflect the academic calendar. This should include a commitment by the organization's corporate structure. The applicants should describe an administrative structure that is adequate for the scope of the program and include a brief description of staff responsible for the administration of the program and for complying with contractual requirements.

Establish collaborations/partnerships between applicant and other organizations necessary to implement the project. The applicant should demonstrate collaboration between organizations needed to adequately provide a training program in the region(s) of the project(s). This could include existing collaborations or those established for the purposes of this solicitation. The applicant should provide letters of participation from each participating organization which describe the role of the organization. Applicants who have successfully participated in the program in the past in projects similar to those proposed may submit letters of participation from trade associations in lieu of letters from individual health care facilities and need only letters of participation from educational vendors who have not participated in the past. Letters should be included as follows:

- Healthcare Facility Applicants: should submit letters of participation from all participating training organizations which include a description of how the training will be implemented (applicants that train their own workers do not have to provide a participating trainer letter);
- Educational Institution Applicants: should submit letters of participation from all participating public health agencies and healthcare facilities that identify the types of positions participating in the training and the reasons for choosing those positions; and
- Third Party Applicants (e.g., unions, trade associations): should submit letters of participation from all participating healthcare facilities and training organizations including all information referenced above with the exception as described above.

All anticipated participating organizations should be listed on the project cover sheet, and should include the region in which the organization is located. See Attachment #2.

Applicants should also describe any plans by themselves or their partners to leverage other resources to make projects more cost effective. Include a description of the resources to be provided. Do not include costs in the technical proposal. Preference will be given to projects that provide support such as release time for participants or supplementation of tuition or other costs.

Preference will be given to projects that, in addition to addressing the above areas, also provide letters of labor union concurrence from the relevant bargaining agent(s). Applicants submitting projects that propose to train non-union health care workers should indicate in the project narrative that the proposed participants are not union members and the jobs trained for are non union jobs. Applicants will not receive preference points if this is not clear.

Training strategy. Applicants should describe how the strategy of the training project will facilitate training and assure employment for participants. Include a description of:

- The process to select training participants, including a description of any start-up activities such as curriculum development and assessment tool or process (if applicable);
- The proposed curriculum and how it provides participants with the skills that meet the employers' needs;

- The length of training, its appropriateness to the curriculum, and how it will provide the targeted skills and result in the anticipated job placement; and
- Plans to monitor the progress of training participants while in training; including any mentoring, tutoring or counseling services to be provided.

Measurable outcomes and work plan. Applicants should provide specific measurable outcomes that will be used to assess the effectiveness of the project. The measurable outcomes should at a minimum indicate:

- Upgrading or skill enhancement training: the number of participants who will enter training, complete training and be hired or retained after successfully completing training;
- Expansion of Educational Capacity: the numbers of current slots, the number of qualified candidates turned away, the number of slots to be created by the expansion and the number of participants to enter/complete training as a result of the expansion.
- The applicant should also include a comprehensive work plan for each year and region of the proposed project with activities that are achievable within the specified timeframes.

IV. Administrative Requirements

A. Issuing Agency

The RFA is issued jointly by the Departments of Health and Labor. DOH is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase

All substantive questions must be submitted in writing to:

Barry Gray
NYS Department of Health
Corning Tower, Room 1821
Empire State Plaza
Albany, NY 12237
wrkforce@health.ny.gov

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until September 25, 2013.

Questions of a technical nature can be addressed in writing or via telephone by calling Barry Gray at (518) 473-4700. Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting), rather than related to the substance of the application.

Prospective applicants should note that all clarification and expectations, 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 website at: <http://www.health.ny.gov/funding>. Questions and Answers, as well as any updates and/or modifications, will also be posted on or about the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete a letter of interest (see attachment 8). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

C. Applicant 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 the date and time posted on the cover sheet of this RFA. Late applications will not be accepted.

Please submit to:
NYS Department of Health
Corning Tower, Room 1821
Empire State Plaza
Albany, New York, 12237

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

Applicants shall submit 1 signed original and 3 unbound copies of the ***Technical Proposal***. 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.

Applicants shall supply 1 signed original and 3 unbound copies of the ***Budget Proposal***. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. The Budget Proposal must be contained in a separate sealed envelope. An application will not be considered complete unless the Budget Proposal is submitted in a separate, sealed envelope. Applications will not be accepted via fax or e-mail.

Summary of Timeframes

Written Questions due	September 25, 2013
RFA Updates Posted	October 4, 2013
Application Deadline	October 31, 2013
Technical and Budget Application Opening	First week of November 2013
Anticipated Award Notification	November 2013
Anticipated State Contract Date	On or about January 1, 2014 <i>or</i> April 1, 2013

*the above dates are estimates and are likely to change based on circumstances outside the Department's control.

E. Departmental Rights

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 expected that contracts resulting from this RFA will have the following time period: January 1, 2014 to December 31, 2015 *or* April 1, 2014 to March 31, 2016. The second year of contracts resulting from this RFA is contingent upon continued funding appropriation of the HWRI in State Fiscal Years 2014-15.

DOH also reserved the right to revise the award amount as necessary due to changes in the availability of funding.

G. Payment and Reporting Requirements

1. The Department 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 will be required to submit quarterly invoices and required reports of expenditures to the State's designated payment office:

NYS Department of Health
Corning Tower, Room 1821
Empire State Plaza
Albany, NY 12237

Grant contractors must provide complete and accurate billing invoices to the Department's designated payment office in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the Office of the State Comptroller (OSC). Payment for invoices 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 OSC's procedures and practices to authorize electronic payments. Authorization forms are available at OSC's website at: <http://www.osc.state.ny.us/epay/index.htm>, by email at: epayments@osc.state.ny.us or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any claims for reimbursement submitted under this contract if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

3. The grant contractor will be required to submit the following periodic reports as specified in the final Master Grant Contract:
 - Quarterly program and expenditure reports, and
 - Final report.

H. Limits on Administrative Expenses and Executive Compensation

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and related regulations published by the Department (Part 1002 to 10 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov>.

I. Vendor Identification Number

Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, vendors must be registered in the New York State Vendor File and have a valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at: http://www.osc.state.ny.us/vendor_management/issues_guidance.htm.

Additional information concerning the New York State Vendor File can be obtained on-line at: http://www.osc.state.ny.us/vendor_management/index.htm, by contacting the SFS Help Desk at 855-233-8363 or by emailing at helpdesk@sfs.ny.gov.

J. Vendor Responsibility Questionnaire

The New York State Department of Health recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep system online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672. Vendors may also email the Vendor Responsibility Unit directly through their website at http://www.osc.state.ny.us/vendrep/contact_us_email.htm.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Applicants should complete and submit the Vendor Responsibility Attestation (Attachment 8).

K. Vendor Prequalification for Not-for-Profits

Beginning July 31, 2013, all not-for-profit vendors subject to prequalification will be required to prequalify prior to grant application and execution of contracts.

Prequalification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Interested vendors will be asked to submit commonly requested documents, and answer frequently asked questions once. The application requests organizational information about the vendor's *capacity, legal compliance, and integrity*.

Not-for-profit vendors subject to prequalification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault. Once a vendor is registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information by the vendor. Not-for-profits will only have to prequalify every three years, with responsibility to keep their information current throughout the three year period. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website at: <http://grantsreform.ny.gov/Grantees>.

L. General Specifications

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

5) Provisions upon Default

- a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
- b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for an on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
- c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

V. Completing the Application

A. Minimum Application Content

Applications must include *a signed Application Cover Sheet (Attachment 1)* and *a separate sealed technical proposal* and *a separate sealed budget proposal* for each project (see project definition below) in order to be reviewed.

The technical proposal for each proposed project *must*, in order to be reviewed, include a Project Cover Sheet which should list all anticipated participating organizations (Attachment 2). The complete technical proposal should include narratives addressing need for training, capability and commitment of the applicant, collaborations and partnerships, training strategy, measurable outcomes, the work plan and the curriculum summary (Attachment 3.3).

The budget proposal for each project *must*, in order to be reviewed, include a Budget Cover Sheet (Attachment 4.2) for each proposed project. The complete budget proposal should include a line item budget request (Attachment 4.3) and a Non-Personnel Services Justification (Attachment 4.4) for each year of funding requested and a completed Expenditure Based Budget (Attachment 5.1 – 5.5).

Applications that do not follow the prescribed submission method will not be reviewed.

B. General Instructions for Submission of Applications

Applicants are encouraged to use federal, state and local resources within their regions to strengthen and enhance their applications. A listing of resources that may assist applicants in identifying potential

employers, including new industries relocating to a region, and identification of qualified trainers in a region can be found at the Department of Labor website, <http://www.labor.ny.gov/>.

Applicants that propose subcontracting are expected to state in the application the specific scope of work to be performed through subcontracts, to the extent possible.

Definitions:

- An “applicant” is an eligible organization responsible for applying to receive HWRI funds, either on its own behalf or on behalf of a number of organizations. The applicant is responsible for assuring the successful completion of all projects for which it has received such funds. For multi-organizational applicants, the applicant is the lead agency identified to receive and allocate funds appropriately among subsidiary organizations, in addition to assuring project completion.
- A “project” is a set of activities required to train and place workers in a single occupation, e.g. radiology technician, CNA, LPN, or RN, except as otherwise noted in Table 2 Training Types (page 33). Applicants will, unlike in previous solicitations, in certain instances be allowed to train individuals in various occupational titles within a single project where evidence suggests that TEAM? training across job titles is warranted. An applicant may request funds for career ladder training but separate titles should be broken up into separate projects and cross referenced. An applicant may propose more than one project in a single application and may propose a project in more than one region.
- A “region” is the geographic area as defined on page 5, Table 1. An applicant may submit the same project in multiple regions.

Multi region projects:

Applicants that propose projects in **multiple regions** should include the following **for each project for each region** in which they propose the project: a Project Cover Sheet with a list of all anticipated participating organizations (Attachment 2), narratives addressing need for training, capability and commitment of the applicant, collaborations and partnerships, training strategy, measurable outcomes, the Work Plan (Attachment 3.1); the curriculum summary (Attachment 3.3); a Project Budget Cover Sheet (Attachment 4.2); a Project Line Item Budget Request (Attachment 4.3); a Non-Personal Services Justification (Attachment 4.4); a Project Budget Narrative (applicant prepared) for each year of funding requested, and a completed Expenditure Based Budget (Attachment 5.1-5.5). Budgets aggregated for multiple regions will not be scored.

C. Application Format

A complete application will consist of a **project narrative** and a **project budget**, in the indicated order:
Application Cover Sheet (Attachment 1): ONE PER APPLICATION (1 page)

The cover page summarizes the total funding requested for all projects and regions included within the application. Indicate:

- Applicant name, address, Vendor ID #, Charities Registration Number (or reason for exemption), and not-for-profit/for-profit status;
- Contact Information, including name, title, phone, fax and email;
- Applicant organization type. If the applicant checks “other health facility”, please indicate the type;
- Proposed contract period. The contract period will begin on or about January 1, 2014 *or* April 1,

2014 and may be for up to two years;

- Application Information: Number of projects submitted; the total HWRI funding requested; and the total number of training participants; and all regions for which funding is being requested. Totals should be the sum of amounts shown on the individual project cover pages. Funding regions are determined by the location of the employer with employees eligible for training or by the county of residence of laid off workers.
- Applicant Signature: Applications without an original signature by someone authorized to act for the organization will NOT be reviewed.

PROJECT SPECIFIC INFORMATION

If one project is proposed, the following information must be submitted for that one project.

If multiple projects are proposed, the following materials must be submitted ***for each project in the application***. If a multi-regional project is proposed, the information must be submitted ***for each project and for each region***.

Project Cover Sheet (Attachment 2) (1 page)

On each cover sheet, indicate:

- A brief title of the project (for example: train Radiology Technicians; reorient RNs for home care; or expand educational capacity to train additional RNs);
- Proposed project period, not to exceed two years;
- Number of participants in proposed region;
- Length of training in hours;
- Region in which the project will occur. The funding region is determined by the county of the employer with employees eligible for training, or by the county of residence of the laid off workers (see page 5, Table 1 for a list of counties and funding levels by region);
- All anticipated participating organizations known at the time of application.

Project Narrative

The project narrative should include, ***for each region in which funding is requested***, the following information:

1) Statement of Need for Training: (2 pages per region)

Applicants should define, in no more than 2 pages per region, the specific issue(s) or problem(s) to be addressed by the proposed project in each region for which funding is being requested. Preference will be given to those projects which propose:

- training in shortage occupations;
- training workers who are laid-off workers or likely to experience job loss;
- expansion of educational capacity (through the training of workers to become faculty, clinical instructors, etc.);
- training to meet new job requirements;
- training which supports diversity in the healthcare workforce
- training that promotes provision of culturally competent patient centered care;
- training in skills to support new models of integrated care;
- skills to support development of community and home based long term care;
- training to increase awareness and understanding of health disparities;

- training that promotes effective use of health information technology data;
 - training in effective use of telemedicine;
 - training which supports enhancement of health literacy.
- **Training for laid-off workers or workers likely to experience job loss.** Applicants should document where laid off workers are coming from and/or document facility plans to downsize or close, such as Certificate of Need applications for reduced beds or approved hospital closure plans. Applicants may propose to train laid off health care workers in areas either inside or outside the health care sector, but should document how the training will promote the employment of participants when training is completed.
 - **Training in shortage occupations.** Applicants should demonstrate shortages in the occupations for which training is proposed. Such documentation may be through local, regional or state labor statistics, vacancy rates, local studies/surveys, letters from employers, or other appropriate mechanisms. Training for shortage occupations has traditionally been accomplished by offering health care workers upgrades or enhanced skills through degree or non-degree educational programs or through tailored instructional programs.
 - **Training for emerging technologies.** Applicants should document the needs of the facilities for training of workers in emerging technologies. Such documentation can be project specific or job specific. For example, an applicant could discuss specific job titles that a hospital has identified and why training is needed for those titles, or that the installation of a new hospital wide system (with target installation dates) will create a need to train all job titles. Examples of training in this category include new coding systems, upgrading to electronic medical records, or training on a new hospital information system.
 - **Training for changes in job requirements.** Applicants should document any changes in certification and licensing requirements and/or need for cross-training or additional skills. Applicants should describe how the training will benefit the employees and positively affect the patient population or quality of care at the facility. Training in this category can include cross-training of staff in multiple disciplines. Certification for dialysis technicians, radiology titles, OR technicians, pharmacy technicians, etc., or other strategies that assist employees meet new job requirements.
 - **Strategies which will increase the diversity of the healthcare workforce.** Applicants should document strategies that will: 1) result in an increase in diversity in the healthcare workforce, or 2) will enhance workers' ability to apply knowledge of patient cultural beliefs, values, traditions and health practices in ways that improve health outcomes. To qualify for this preference the applicant must increase or expand current efforts to provide culturally competent care.
 - **Expansion of Educational Capacity.** Applicants may submit requests to train participants through the expansion of educational capacity for occupations where training opportunities have been limited by the lack of faculty, clinical instructors, or clinical affiliation slots. The expansion of educational capacity can involve nursing, such as MSN programs with educational concentration, or other occupations where opportunities have been limited. Applicants should document the need for additional capacity. Projects requesting funding under this category should, in addition to expanding capacity, train participants during the grant cycle.

- **Training to support new models of integrated care management or interdisciplinary team based care.** Applicants should indicate how the training will provide skills needed in medical homes, health homes or other integrated care models, by such providers as care coordinators, community health care workers, and chronic disease managers.
- **Training that supports increased awareness and understanding of health disparities.** Strategies to identify and address racial and ethnic health disparities, which may include training in cultural and linguistic competence, foreign language, interpretation and translation skills; and development of a pipeline that will increase diversity in public health and biomedical sciences.
- **Effective use of health information technology.** Applicant should present a strategy that improves quality and outcomes of care through effective reporting and analysis of data collected by health information technology (HIT) applications.
- **Enhancement of health literacy.** Applicants should provide skills that enable trainees to: recognize the varied abilities of patients to process and understand health information and the health services available to them; and, to assist patients to integrate health information and make appropriate health decisions.
- **Effective use of telemedicine.** Applicants should present a strategy that improves access to critical services through use of telemedicine.
- **Development of home and community based long term care.** Applicants should provide long term care skills targeted to patients who will be treated at home in the community rather than in institutional settings.

2) Statement of Capability and Commitment of the Applicant to Implement the Program: (2 pages per region)

Applicants should clearly demonstrate, in no more than 2 pages per region, their ability to identify need, train the target population and meet contract reporting requirements on the participants in the proposed projects and regions for which funding is requested. Such documentation should include, but is not limited to:

- **Measurable prior training success in the area of the proposed project(s).** The applicant should document the success of previous training experience. Examples of documentation include:
 - training numbers and hiring rates for upgrading programs;
 - reductions in denied claims for a period after enhanced training in billing/coding was delivered; and/or
 - measurable increases in patient satisfaction as demonstrated by surveys for process improvement training.

Applicants who have received past HWRI grants but have been unable to fully implement the projects in a timely manner should explain the reasons for the lack of implementation or delays and provide information as to why they will not have similar issues with the implementation of their proposed projects under this solicitation. Past HWRI contractors should discuss their record of success in the training and placement of healthcare workers.

- **Measurable outcomes in other training programs.** Applicants proposing training in an area that they have not had previous experience in should document how they can be assured that the project will be successful. Such documentation could include:
 - past experience in a related training type; or
 - description of how established collaborations will ensure best outcomes.
- **Retention of graduates in the area of training.** Applicants should demonstrate retention of workers as a result of past training efforts. Such documentation could include:
 - the number of school-based graduates that were hired by facilities or collaborative partners;
 - the number of workers trained that are still employed in their field; and
 - statistics from employee satisfaction surveys that could be utilized as retention documentation for non-upgrading training programs.
- **Responsive administration of program and ability to meet contract requirements.** Applicants should demonstrate their ability to implement the program within a three month period of time from the date of contract execution. Implementation may include time for planning activities such as curriculum development, participant selection, or structuring the training to reflect the academic calendar. Adequate documentation should include a commitment by the corporate structure and a proposed administrative structure that is adequate for the scope of the program, including a brief description of staff responsible for the administration of the program and for complying with contractual requirements.

3) Statement of established collaborations/partnerships between applicant and other organizations necessary to implement the project and letters of support. (2 pages per region)

The applicant should demonstrate, in no more than 2 pages per region, collaboration between organizations needed to adequately provide a training program in the region(s) of the project(s). This could include existing collaborations or those established for the purposes of this solicitation.

In addition to a narrative description of the collaboration, the applicant should provide letters of participation from each participating organization including the role of the organization. Applicants, who have successfully participated in the program in the past, may submit letters of participation from trade associations in lieu of letters from individual health care facilities and need only letters of participation from educational vendors who have not participated in the past. Letters should be included as follows:

- Healthcare Facility Applicants: should submit letters of participation from all participating training organizations which include a description of how the training will be implemented;
- Educational Institution Applicants: should submit letters of participation from all participating healthcare facilities including the types of positions participating in the training and the reasons for choosing those positions; and
- Third Party Applicants (e.g., unions, trade associations): should submit letters of participation from all participating healthcare facilities and training organizations including all information referenced above with the exception as described above.

All anticipated participating organizations should be listed on the project cover sheet, and should include the region in which the organization is located.

Applicants should also describe any plans by themselves or their partners to leverage resources to make projects more cost effective. Include a description of the resources to be provided; do not include costs in the technical proposal. Preference will be given to projects that provide support such as release time for participants or supplementation of tuition or other costs.

Preference will be given to projects that, in addition to addressing the above areas, also provide letters of labor union concurrence from the relevant bargaining agent(s). Applicants submitting projects that propose to train non-union health care workers should indicate in the project narrative that the proposed participants are not union members.

4) Statement of Training Strategy. (2 pages per region)

Applicants should describe, in no more than 2 pages per region, the strategy of the training project in assuring employment for participants. Include a description of:

- The process to select training participants, including a description of any start-up activities such as curriculum development, and effectiveness of assessment tool (if applicable);
- The proposed curriculum, and its appropriateness in providing participants with the skills that meet the employers need;
- The length of training and its appropriateness to the curriculum, target skills and anticipated job placement; and
- Plans to monitor the progress of training participants while in training, including any mentoring, tutoring or counseling services to be provided.

5) Statement of Measurable Outcomes (2 pages per region)

Applicants should provide specific measurable outcomes that will be used to assess the effectiveness of the project. The measurable outcomes should at a minimum indicate:

- Upgrading or skill enhancement training: the number of participants who will enter training, complete training and be hired or retained after successfully completing training;
- Expansion of Educational Capacity: the numbers of current slots, the number of qualified candidates turned away, the number of slots to be created by the expansion and the number of participants to enter/complete training as a result of the expansion.

6) Work Plan (Attachment 3). (1 per year per region. No page limit) The applicant should also include a comprehensive Work Plan for each year and region of the proposed project (Attachment 3.1) with activities that are achievable within specified timeframes. The Work Plan should include, at minimum, the start and end date of project activities, the start and end date of training, the schedule of reporting and vouchering to NYS, and dates of expected placements in new or redesigned jobs. The work plan should include Attachment 3.3, the Work Plan Curriculum Summary.

Project Budget Instructions for Attachments 4.1 through 4.5

A complete Attachment 4 project budget consists of:

- 4.1 All Projects Budget Cover Sheet;

- 4.2 Project Cover Sheet
- 4.3 Project Line Item Budget
- 4.4 Project NPS Budget Justification
- 4.5 Project Budget Narrative (applicant prepared)

A complete budget must be submitted for EACH year of the proposed project (maximum two years) and for EACH region in which the project will take place. For example, if a proposed project were to take place over two years in eight regions, the application must include 16 budget plans.

The following attachments are to be used in completing the budget: 4.1 through 4.4 and 5.1 through 5.5.

Only those costs to be charged to the Health Workforce Retraining Initiative are to be included in the line-item budget, budget narrative and/or budget justification forms.

Ineligible costs include:

- ✓ Instruction and tuition requested for the same participants
- ✓ Lost Staff Time or Wage Subsidies that exceed the number of hours in training
- ✓ Fringe benefits for Lost Staff Time or Wage Subsidies
- ✓ Dependent Care request while participant is in training during normal work hours
- ✓ Professional licensure fees (examination fees to obtain the professional license *are* eligible)

In addition, applicants should prepare a Budget Narrative, not to exceed 5 pages, that describes how the funds requested for each line item were determined for all personnel and some non-personnel lines. For all NPS items with the exception of Contractual, the Budget Justification form is to be completed in lieu of a budget narrative. Note: For all Personal Services, do **not** list individual positions on the Line-Item Budget form. All positions are to be listed in the **budget narrative** under the appropriate subcategory. The following instructions detail which line items should be included in the **Budget Narrative**.

Provide in the Budget Narrative a description of the activities, annual salary, the amount of time each position will be dedicated to the project and the amount of grant funds requested. For example, “the project director, at an annual salary of \$80,000, spends 10% time overseeing the staff responsible for coordinating with hospitals and training organizations to develop training and implement the RN training project, for a one year request of \$8,000”.

Project Implementation

Personnel:

Project Director: Include those titles directly responsible for the implementation and coordination of the project such as project director, project coordinator, etc. Provide a brief description of the job responsibilities of each title *as they relate to the implementation of the HWRI grant*. Specific responsibilities may include directing project staff, distributing work, directing public relations, overseeing/negotiating subcontracts and monitoring/assessing project performance. Personnel whose duties are split between Implementation and Training activities should show the %FTE in the appropriate lines of the Implementation and Training categories.

Support Staff: Include titles of support staff to the Project Director such as administrative assistant, secretary, clerk, etc. Describe the job responsibilities related to the implementation of the training project.

Coordinators: Include titles that are responsible for the day-to-day coordination of the project.

For example, a staff member whose main responsibility is to coordinate and attend meetings between hospitals, training organizations and potential project participants would be included in this category. Describe the job responsibilities related to the implementation of the training project.

Grant/Fiscal/MIS: Include titles that are responsible for contract reporting and monitoring. Describe the job responsibilities as they relate to the reporting and monitoring of the HWRI grant contract.

Fringe Benefits: Provide the organization's approved percentage used to calculate fringe benefits. An average can be used if there are varying percentages, but any variance should be explained in the budget narrative.

The Implementation Personnel category includes only those personnel whose responsibilities do not directly impact the implementation of the training project, for instance, fiscal officers, grant reporting staff, etc. Indirect activities should be included in the Implementation Non-Personnel category below.

Non-Personnel:

Includes costs such as payroll processing, utilities, supplies/equipment and space rental not related to training. Also included in this line item are charges levied on an organization by the contracting agency, e.g., research foundations. In the budget narrative, include the type of cost and how it was derived.

Applicants must keep general administrative costs between 15 to 20% of the total project costs to be in compliance with Executive Order #38, as indicated in RFA Section IV, H.

Training Services

Personnel: Include all training personnel costs required by the project. Costs identified under Personnel are only for staff ***directly employed*** by the applicant. Costs for staff who are not employees of the grantee should be included in Contractual under Training Non-Personnel. **All personnel lines included in the budget request should be included in the Budget Narrative.** Personnel whose duties are split between Implementation and Training activities should show the %FTE in the appropriate lines of the Implementation and Training categories. **The personnel subcategories are as follows:**

Instruction: Include staff members employed by the grantee who perform direct training for the project. Provide the titles of the instructors and briefly describe their responsibilities including the training they will provide e.g., remediation, prep courses, LPN training, etc.

Assessment: Include staff members employed by the grantee who conduct initial assessments of potential participants to determine placement in the grant supported training project. Do not include in this category assessment of student performance during training.

Curriculum Development: Include staff members employed by the grantee who provide curriculum development services. Provide the titles of the staff and their responsibilities.

Counseling: Include staff members employed by the grantee who provide project participants with counseling, mentoring and/or tutoring services. Provide the titles of the staff and their responsibilities.

Fringe Benefits: Provide the percentage used to calculate fringe benefits. An average can be used if there are varying percentages, but any variance should be explained in the budget narrative.

Non-Personal Includes all non-personal services, including contractual services for personnel not employed by the applicant. Only include those numbers and totals to be charged to the HWRI grant.

Testing: Using the NPS Budget Justification form, provide the number of potential participants to receive assessment tests, licensure tests, etc., and the cost per test.

Tuition/Fees: Using the NPS Budget Justification form, provide the number of participants and the average tuition and fees to be charged to the grant.

Training Supplies/Equipment: In the Budget Narrative, provide a list of items to be purchased for use by participants in the training programs. Allowable items include books, uniforms, lab materials, testing fees, etc. Computers and other large items will be considered as they are deemed appropriate for a training course, but require a description of need in the budget narrative. Using the NPS Budget Justification form, provide the number of participants for whom supplies will be purchased and the average cost per participant.

Dependent Care: Using the NPS Budget Justification form provide the dependent care costs including number of participants, weekly cost of care, and the number of weeks covered by the grant.

Transportation: Using the NPS Budget Justification form provide the number of participants, costs per trip and total number of trips trainees must make to attend training. This category does not support trainer or administrative travel.

Training Space Rental: In the Budget Narrative, provide a brief description of the need for training rental space. Using the NPS Budget Justification form, provide the number of months of the rental and the total cost to be charged to the grant.

Contractual: In the Budget Narrative, provide a description of agreements to be entered into with outside agencies not included in any other category, including instructors not directly employed by the applicant. Provide the name of the proposed subcontractor(s) and the responsibilities to be supported with this grant, e.g., instruction personnel, assessment personnel, etc. On the NPS Budget Justification form provide the total contractual services costs to be charged to the grant.

Lost Staff Time/Subsidy

Lost Staff Time: The NPS Budget Justification form provides the number of participants, the average weekly salary and the number of weeks of replacement to be covered by the grant. The number of weeks allowed in this category cannot exceed the total length of training, and fringe benefits cannot be included.

Subsidy to Offset the Loss of Unemployment Benefits: This category can only be claimed for those laid off individuals that have exhausted, or will exhaust during the training period, their unemployment insurance benefits. Using the NPS Budget Justification form provides the number

of participants, the average weekly subsidy, and the number of weeks to be covered. The number of weeks allowed in this category cannot exceed the total length of training, and fringe benefits cannot be included.

Subsidy to Offset Wage Reduction: This category is to be used for longer term training projects where the employing agency has reduced the participant's actual work status. For example, a full time employee enters into a 2 year RN program and is in class 3 days per week and the employer reduces the participant's work status to part time (40%). The grant can be used to cover up to the additional 60% of their salary. The number of weeks allowed in this category cannot exceed the total length of training, and fringe benefits cannot be included. Using the NPS Budget Justification form, provide the number of participants, average weekly salary and number of weeks to be covered.

Project Budget Attachments 5.1 through 5.5

Applicant is required to fill out budget template in Attachments 5.1 through 5.5.

The following lists all components and documentation required for a complete application. All applications should be double-spaced and conform to the format prescribed below.

Application Components			Maximum Score	Format
Application Cover Sheet (original/signed)			Pass/Fail	RFA Attachment 1
Project Cover Sheet			Pass/Fail	RFA Attachment 2
Need for Training			10	Applicant Prepared
	Preference	Training workers laid-off or like to experience job loss	3	
	Preference	Training in shortage of occupations	3	
		Training for emerging technologies	-	
	Preference	Training to meet new job certification/licensing requirements	2	
	Preference	Expansion of education capacity	2	
	Preference	Increase diversity for the healthcare workforce	2	
	Preference	Training that promotes development of new models of integrated care management (medical homes, health homes, interdisciplinary team care, care coordinators, community health care workers)	3	
	Preference	Awareness and understanding of health disparities	2	
	Preference	Training that promotes provision of culturally competent care, responsive to health beliefs and practices, level of health literacy, and preferred language. Includes foreign language, translation and interpretation skills.	2	
	Preference	Analysis and use of data collected by health information technology (HIT) applications	2	
	Preference	Effective use of telemedicine	2	
	Preference	Prepare workforce for participation in managed long term care	2	
Need for Training Total Score			35	
Capability and Commitment of Applicant				Applicant Prepared
		Measurable prior training success in area of training		
		Measurable outcomes in other training areas		
		Retention of graduates in training area		
		Responsive administration of program/ability to meet contract requirements		
Capability and Commitment of Applicant Total Score			10	
Collaborations/Partnerships			10	Applicant Prepared
Health Facilities				
		Letters of participation from training organizations		
		Description of training prepared by training organizations		
Educational Institutions				
		Letters of participation from healthcare facilities or trade associations		
Third Party Applicants (e.g., unions, trade associations)				
		Letters of participation from healthcare facilities or trade associations		
		Letter of participation from training organizations if new to HWRI		
		Description of training prepared by training organizations		
		Plans to leverage other resources to make project cost-effective		
	Preference	Letters of labor union concurrence	3	
	Preference	Plans to leverage other resources to make project cost-effective	2	
Collaborations/Partnerships Total Score			15	
Training Strategy			10	Applicant Prepared
		Selection process		
		Description of curriculum		
		Length of training		
		Plans to monitor training progress		
Training Strategy Total Score				
Project Measurable Outcomes			10	Applicant Prepared
Project Work Plan				RFA Attachment
Project Budget (SEALED and submitted separately)				
		Budget Cover Sheet	Pass/Fail	RFA Attachment
		Project Line Item Budget	20	RFA Attachment
		Project NPS Budget Justification		RFA Attachment
		Project Budeet Narrative		

A. Review and Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYS Department of Health Division of Health Facilities Planning, Offices of Primary Care and Health Systems Management.

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

Each project will be reviewed and scored competitively within each region in which funding is requested. See Table 1 on page 5 for a listing of regional funding levels and counties included in each region. For instance, a project requesting funding in three regions will submit a complete project package in each region, which will be reviewed for each region, competing with other projects within those regions. Separate committees will review the Technical and Budget Proposals.

Technical Evaluation. Applicants most likely to be selected for funding will be those that best address the following technical criteria, for up to 80 points:

- Need for Training
- Capability and Commitment of Applicant
- Establishment of Collaborations/Partnerships and Letters of Support
- Training Strategy
- Measurable Outcomes and Work Plan

Financial Evaluation. Applicants most likely to be selected for funding will be those that present a budget that, within a training type, has the lowest cost, for up to 20 points.

A financial evaluation team will evaluate each proposed project for each region in which funding is requested. The evaluation will be totally independent of the technical proposal evaluation; the financial evaluator will not participate in the review of the technical proposal. For this reason the financial proposal must be submitted in a separate sealed envelope. Failure to do so may result in disqualification of the application.

In evaluating each project, the financial evaluator will assess the documentation provided by the applicant to determine all required documents are submitted. For those projects meeting the minimum requirements of the financial proposal, the evaluator will review the cost for each complete regional project budget using the formula below.

A financial score will be computed for each of the training types listed in Table 2 on page 33. The financial scores will be calculated in each region and for each training type based on the cost per participant over the life of the request. For a two year project, this will be the full two year costs divided by total number of trainees trained during the two years.

Financial Evaluation Score = $(a/b) \times 20$ where:

a = Lowest project per participant cost within the region and training type;
and

b = Cost per participant within region and training type for the project being scored

The financial evaluator will assess the documentation provided by the applicant to determine whether all required documents have been submitted. The financial evaluator will assign projects meeting the minimum requirements of the financial proposal to a training type shown in Table 2, page 33. So, all projects training new RNs in Region 1 will be evaluated in relation to all other new RN training projects in that region, and so on. The evaluator will score the cost for each project budget using the formula below.

Financial Evaluation Score = $(a/b) \times 20$ where:

a = Lowest project cost per participant for the specific region and training type; and

b = Cost per participant over the life of the project for the project being scored

The evaluator will identify the lowest cost per participant for the region and training type and assign projects with the lowest cost per participant the full 20 financial points.

Technical and financial scores will be summed for each reviewer for each project in each region, and an average total score will be calculated. Projects scoring 70 or above (passing score) will receive an award up to the amount requested for eligible costs.

Determination of Award Amount

Prior to computation of the award calculation, ineligible costs as detailed below will be removed from the project request:

- ✓ Instruction and tuition requested for the same participants without justification
 - ✓ Lost Staff Time or Wage Subsidies that exceed the number of hours in training
 - ✓ Fringe benefits for Lost Staff Time or Wage Subsidies
 - ✓ Dependent Care and Lost Staff Time for the same participants
 - ✓ Professional license fees (examination fees to obtain the professional license *are* eligible).
- In regions where the eligible costs for projects with passing scores are equal to the amount available, awards will be made in the amount of eligible costs.
 - In regions where the aggregate eligible costs for projects with passing scores exceed the regional amount available shown in Table 1 on page 2, awards will be calculated in a multi step process as follows. The calculation will begin with the initial award amounts for each region listed below.

Region	Initial Award Amount
Western	\$70,000
Rochester	\$90,000
Central	\$70,000
Utica/Watertown	\$15,000
Northeast	\$70,000
Northern Metropolitan	\$85,000
New York City	\$500,000
Long Island	\$175,000

- Projects with eligible costs up to the initial award amount will be awarded the smaller of their eligible costs or the initial award amount. Projects with eligible costs above the initial award amount will be awarded the initial amount plus an additional percentage of any remaining funds (determined by the amount of funds remaining divided by the amount of eligible project costs remaining) until all regional funds have been awarded. If, after applying the initial award amount to projects with passing scores, the aggregate award amount still exceeds the amount available, the

initial award amount will be reduced in \$10,000 decrements until all projects are funded and the amount available is not exceeded.

- In regions where the aggregate eligible costs for projects with passing scores are less than the amount available, the passing score will be reduced from 70 to 65 to reach additional acceptable projects. If the eligible costs are still less than the amount available, the passing score will then be reduced to 60 to reach additional acceptable projects. If funding is still available after the passing score is reduced to 60, the remaining funds will be redistributed to the region or regions that are most underfunded, i.e., have received the lowest percentage of their eligible costs.

If additional funding becomes available for this initiative, additional monies will be awarded in the same manner as outlined in the award process described above.

Table 2 Training Types for Financial Evaluation	
Number	Type of Training (Skills to be Trained In)
1a	Nurse specialty, skill enhancement of short duration
1b	Nurse specialty, skill enhancement of longer duration
2	New C.N.A.
3	New LPN
4	New associate level RN (2-3 year training/associate of science in nursing (ASN)
5	New Bachelor of Science in Nursing (BSN); four year program
6	New mid-level practitioners: nurse practitioner (NP), physician assistant (PA), or nurse midwife (NMW), or other masters prepared nurses.
7	Nurse leadership
8a	Computer skills of short duration (across job titles)
8b	Computer skills of longer duration (across job titles)
9	Medical records, billing, coding, financial
10	Clerical, secretarial, ward clerk, unit secretary other office
11	Clinical/support: technicians
12	Clinical/support: technologists
13	Clinical/support: e.g., PCA, medical assistant, phlebotomist
14	Clinical/support: e.g., support assoc., food service, housekeeper, transport aide
15	Clinical/support: e.g. therapists – occupational, physical, respiratory, speech
16	Foreign language; medical interpretation; ESL
17	Home health: home health aide; personal care aide; home attendant
18	Long term care skill enhancement, e.g., gerontology, palliative care, Alzheimer's /dementia care; LTC resident assistant.
19	Mental health: direct care generalist
20	Substance abuse: CASAC, counselor
21	Social services: e.g., case worker, psycho-social technician, community health worker, CSW, outreach advocacy
22	Dental hygienist/assistant
23	Emergency: infectious/hazardous materials response, disaster readiness
24	Emergency: EMT, paramedic
25	Expansion of educational capacity

26	Culturally competent care (across job titles)
27	Team based interdisciplinary care (may train across job titles)
28	Care coordination and case management (may train across job titles)
29	Non health care

If variation in length of training within a training category exceeds a reasonable amount for financial grouping purposes (for example, one and two week trainings as well as six month trainings within a single training category), the group will be split into two groups, one of longer and one of shorter duration.

Debriefing Requests. Following the award of grants from this RFA, unsuccessful applicants may request a debriefing from the NYS DOH *Division of Health Facility Planning* no later than ten (10) days from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

In the event unsuccessful applicants wish to protest the awards resulting from this RFA, follow the protest procedures established by the Office of the State Comptroller. These procedures can be found on the OSC website at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

VI. Attachments

Attachment 1:	Application Cover Sheet
Attachment 2:	Project Cover Sheet
Attachment 3.1:	Work Plan Format
Attachment 3.2:	Work Plan Sample
Attachment 3.3:	Work Plan Curriculum Summary
Attachment 4.1:	All Projects Budget Cover Sheet
Attachment 4.2:	Project Cover Sheet
Attachment 4.3:	Project Line-Item Budget
Attachment 4.4:	Project NPS Budget Justification
Attachment 4.5:	Project Budget Narrative (applicant prepared)
Attachment 5.1:	Project Budget Page 1 - Summary
Attachment 5.2:	Project Budget Page 2 – PS Detail
Attachment 5.3:	Project Budget Page 3 – Contractual Services/Travel
Attachment 5.4:	Project Budget Page 4 – Equipment/Space/Utilities
Attachment 5.5:	Project Budget Page 5 – Operating Expenses/Other
Attachment 6:	Application Checklist
Attachment 7:	Vendor Responsibility Attestation
Attachment 8:	Letter of Interest
Attachment 9:	Sample NYS Master Grant Contract

Application # _____
HEALTH WORKFORCE RETRAINING INITIATIVE
RFA # 1308090430
Attachment 1
APPLICATION COVER SHEET

Applicant Name: _____

Applicant Address: _____

Applicant Vendor ID#: _____

Applicant Charities Registration Number: _ _ - _ _ - _ _ **or Exemption Reason Code:** _____

Applicant is (check one): Not-for-profit _____ For-profit _____

Applicant Contact Information:

Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail: _____

Applicant Organization Type (Check One):

_____ Hospital	_____ Long-term care facility
_____ Labor-management committee	_____ Health worker union
_____ Health care facilities trade association	_____ Joint labor-management training fund
_____ Educational institution	
_____ Other health facility (specify) _____	

Application Information:

Proposed Contract Start Date: ____/____ (mm/yy) Proposed Contract End Date: ____/____ (mm/yy)

	Total	Year 1	Year 2
Number of Projects Submitted:	_____	_____	_____
Total Number of Participants:	_____	_____	_____

Projects Submitted for Indicated Regions (Check All That Apply):

Western _____ Rochester _____ Central _____ Utica/Watertown _____
Northeastern _____ Northern Metropolitan _____ New York City _____ Long Island _____

Applicant Signature

Date

Project # _____
HEALTH WORKFORCE RETRAINING INITIATIVE
RFA # 1308090430
Attachment 2
PROJECT COVER SHEET

Section 1: Project Summary

Title of Project _____.

(Use this standard format “**current job title**” trained in “**new skills**”. For example “Clinical Workers trained as Associate Degree RN” or “Nurse Aides trained as CNAs” or “Clerical Workers trained in Excel and Word”, or “Various Nursing Home Staff trained in Gerontology Skills”, or “Mental Health Aides trained in CASAC Skills”.)

Proposed Project Period (up to 2 years): Start Date: ____/____ (mm/yy) End Date: ____/____ (mm/yy)

Total Number of Participants to be trained in the region indicated below (ALL Years): _____

Length of Training: _____ hours.

Length of training is defined as the number of hours in which any one participant should complete all modules of training. Examples: one month of full time training in a 37.5 or 40 hour work week would be 160 to 170 hours; six weeks of training at one hour per day, four days per week, would be 24 hours of training, **NOT** six weeks of training. **Academic Programs:** Academic training programs on average equate 3 credits over a 15 week semester to 3 hours per week or 45 hours of classroom training per semester or trimester. **If there are multiple components or modules of training**, count hours for the entire series of training modules. For example, if a dietary clerk receives 40 hours of computer training followed by 10 hours of on the job precepting, they are receiving 50 hours of training. If a nurse aide receives 100 hours of Certified Nurse Aide training, plus 50 hours of phlebotomy training and 20 hours of EKG administration training, they have received 170 hours of training. **Count only actual hours in training.**

Region for which project is being submitted (check only one region):

1. Western _____ 2. Rochester _____ 3. Central _____ 4. Utica/Watertown _____
5. Northeastern _____ 6. Northern Metropolitan _____ 7. New York City _____ 8. Long Island _____

Section 2: Participating Organization(s)

Anticipated Participating Organization Name	Health Facility With Employees to be Trained (Y/N)	Training Organization (Y/N)	Region Codes*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attach additional sheets as necessary for additional participating organizations.

* Region Codes: (1) Western; (2) Rochester; (3) Central; (4) Utica/Watertown; (5) Northeast; (6) Nor Met; (7) NYC; and (8) Long Island

*Indicate if you have participated in HWRI in the past and are submitting letters for a trade association.

Attach Project Narrative(s) to project cover sheet(s).

HEALTH WORKFORCE RETRAINING INITIATIVE
Attachment 3.1
RFA # 1308090430
PROJECT WORK PLAN
SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

HEALTH WORKFORCE RETRAINING INITIATIVE
RFA # 1308090430
Attachment 3.1
PROJECT WORK PLAN
DETAIL

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
3:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

HEALTH WORKFORCE RETRAINING INITIATIVE
RFA # 1308090430
Attachment 3.1
PROJECT WORK PLAN
DETAIL

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
3:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

HEALTH WORKFORCE RETRAINING INITIATIVE
RFA # 1308090430
Attachment 3.1
PROJECT WORK PLAN

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
3:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

RFA # 1308090430

**ATTACHMENT 3.2
SAMPLE WORK PLAN**

ATTACHMENT C – WORK PLAN

DETAIL

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE	TASKS	PERFORMANCE MEASURES
1: Organize trainers, replacement workers and curriculum.		Solicit bids for external trainers; or make internal arrangements for trainers e.g., hire new or re-deploy existing staff as trainers	Trainers hired, contracted, oriented.
		provide orientation to trainers if needed	
		select agency or other source for replacements	Replacements selected and scheduled
		or re-organize schedules for replacements from existing staff	
		review and finalize curriculum	Curriculum on hand to begin training
		provide final details on curriculum to DOH	
		purchase any needed software or curricula	

RFA # 1308090430

**ATTACHMENT 3.2
SAMPLE WORK PLAN**

2: Train in Module 1 of training course. (Repeat this item as many times as necessary to cover all training modules).		begin training	training begins on date _____.
		counsel, support and monitor trainees	track students who need to withdraw from training
			counsel and provide assistance to struggling students
			provide additional opportunities for better students, as available
		end training	training ends on date _____
			summarize outcomes at end of training
3: Place successful trainees in jobs, or re-deploy unsuccessful trainees.		Track trainees who withdraw from training	report to NYS on # of trainees withdrawn from training
			provide alternate placements if trainees cannot return to previous job.
		Return trainees to existing jobs	report to NYS on # of trainees returned to old jobs, with or without pay raise or change in responsibilities
			Trainees are back to regular work schedule by date _____
		Place trainees in new jobs	assist trainees in placement in new jobs
			Newly placed trainees begin regular work schedule by date _____
			report to NYS on # of trainees completed training and placed in new jobs

RFA # 1308090430

**ATTACHMENT 3.2
SAMPLE WORK PLAN**

4: Report on progress of project		submit progress narrative	DOH apprised of program progress and of obstacles encountered.
		submit outcome report table	DOH apprised of training progress and number of trainees trained, withdrawn, completed and still in training.
		submit expenditure report and claim for reimbursement by 30 days after the close of the quarter.	Reimbursement received approximately 60 days after end of reported quarter (30 days to report and submit, 30 days for DOH to approve and process payment).

RFA # 1308090430

**Attachment 3.3 Work Plan
Curriculum Summary**

Length of Training:_____

Length of training is defined as the number of hours in which any one participant should complete all modules of training. Examples: one month of full time training in a 37.5 or 40 hour work week would be 160 to 170 hours; six weeks of training at one hour per day, four days per week, would be 24 hours of training, **NOT** six weeks of training. **Academic Programs:** Academic training programs on average equate 3 credits over a 15 week semester to 3 hours per week or 45 hours of classroom training per semester or trimester. **If there are multiple components or modules of training**, count hours for the entire series of training modules. For example, if a dietary clerk receives 40 hours of computer training followed by 10 hours of on the job precepting, they are receiving 50 hours of training. If a nurse aide receives 100 hours of Certified Nurse Aide training, plus 50 hours of phlebotomy training and 20 hours of EKG administration training, they have received 170 hours of training. **Count only actual hours in training.**

Curriculum Summary:

Project # _____

HEALTH WORKFORCE RETRAINING INITIATIVE

RFA # 1308090430

Attachment 4.1

TOTAL APPLICATION ALL PROJECTS BUDGET COVER SHEET

Section 1 – Total Budget Information:

Applicant Name: _____

Project Name: _____

Region Name: _____

Year 1 budget amount requested for ALL PROJECTS, ALL REGIONS: \$ _____

Year 2 budget amount requested for ALL PROJECTS, ALL REGIONS: \$ _____

Total Funding Request

All Years, ALL PROJECTS, ALL REGIONS (Year 1+Year 2): \$ _____

Total Number of Participants to Enter Training in ALL PROJECTS, ALL REGIONS: _____

HEALTH WORKFORCE RETRAINING INITIATIVE
RFA # 1308090430
Attachment 4.2
PROJECT BUDGET COVER SHEET

Section 1 – Project Budget Information:

Applicant Name: _____

Project Name: _____

Region Name: _____

A) Regional Amount Requested Year 1: \$ _____

B) Regional Amount Requested Year 2: \$ _____

Total HWRI Funding Request All Years for Region (A+B): \$ _____

Total Number of Participants to Enter Training in Region: _____

Length of Training (average period for one participant to complete all training sequences): _____

Length of training is defined as the number of hours in which any one participant should complete all modules of training. Examples: one month of full time training in a 37.5 or 40 hour work week would be 160 to 170 hours; six weeks of training at one hour per day, four days per week, would be 24 hours of training, **NOT** six weeks of training. **Academic Programs:** Academic training programs on average equate 3 credits over a 15 week semester to 3 hours per week or 45 hours of classroom training per semester or trimester. **If there are multiple components or modules of training**, count hours for the entire series of training modules. For example, if a dietary clerk receives 40 hours of computer training followed by 10 hours of on the job precepting, they are receiving 50 hours of training. If a nurse aide receives 100 hours of Certified Nurse Aide training, plus 50 hours of phlebotomy training and 20 hours of EKG administration training, they have received 170 hours of training. **Count only actual hours in training.**

Section 2 – Yearly Budget Information:

Full Budget Period: From: ____/____ (mm/yy) To: ____/____ (mm/yy)

Year (Check One): ____ Year 1 ____ Year 2

Attach one budget for EACH proposed year of the project.

BUDGET CATEGORY	AMOUNT REQUESTED FROM HWRI
Project Implementation	\$ _____
Training Services	\$ _____
Lost Staff Time/Subsidy	\$ _____
Grand Total	\$ _____

Training type code for financial review (DOH Use Only): _____

HEALTH WORKFORCE RETRAINING INITIATIVE
RFA # 1308090430
Attachment 4.3
PROJECT LINE ITEM BUDGET REQUEST

Applicant Name: _____
Project Name: _____
Region Name: _____
Year (Check One): _____ Year 1 _____ Year 2

	<u># of FTEs to be Supported by HWRI</u>	<u>Amount Requested from HWRI</u>	
<i>Project Implementation:</i>			
Personnel Services			
Project Director	_____	\$ _____	
Support Staff	_____	\$ _____	
Coordinators	_____	\$ _____	
Grant/Fiscal/MIS	_____	\$ _____	
Fringe _____%		\$ _____	
Subtotal:			\$ _____

Non-Personnel Services			
Subtotal:			\$ _____

<i>Training Services:</i>			
Personnel Services			
Assessment	_____	\$ _____	
Instruction	_____	\$ _____	
Curriculum Development	_____	\$ _____	
Counseling	_____	\$ _____	
Fringe _____%		\$ _____	
Subtotal:			

Non-Personnel Services			
Testing		\$ _____	
Tuition/Fees		\$ _____	
Training Supplies/Equipment		\$ _____	
Dependent Care		\$ _____	
Transportation		\$ _____	
Training Space Rental		\$ _____	
Contractual		\$ _____	
Subtotal:			\$ _____

<i>Lost Staff Time/Subsidy:</i>			
Non-Personnel Services			
Lost Staff Time		\$ _____	
Subsidy to Offset Wage Reduction		\$ _____	
Subsidy to Offset UIB		\$ _____	
Subtotal:			\$ _____

GRAND TOTAL REQUEST			\$ _____
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HEALTH WORKFORCE RETRAINING INITIATIVE
RFA # 1308090430
Attachment 4.4
PROJECT NON-PERSONAL SERVICES BUDGET JUSTIFICATION

Applicant Name: _____

Project Name: _____

Region Name: _____

Year (Check One): _____ Year 1 _____ Year 2

<i>Project Implementation</i>	Provide detailed description of costs and derivation in budget narrative			Total HWRI Request \$ _____
<i>Testing</i>	Number to be Administered _____	Cost Per Test \$ _____		Total HWRI Request \$ _____
<i>Tuition/Fees</i>	Number of Participants _____	Average Cost Per Participant \$ _____		Total HWRI Request \$ _____
<i>Training Supplies/Equipment</i>	Number of Participants _____	Average Cost Per Participant \$ _____		Total HWRI Request \$ _____
<i>Dependent Care</i>	Number of Participants _____	Weekly Cost of Care \$ _____	Number of Weeks Covered _____	Total HWRI Request \$ _____
<i>Transportation</i>	Number of Participants _____	Cost Per Trip \$ _____	Total Number of Trips _____	Total HWRI Request \$ _____
<i>Training Space Rental</i>	Rental Period (number of months) _____			Total HWRI Request \$ _____
<i>Contractual</i>	Provide detailed description of costs and derivation in budget narrative			Total HWRI Request \$ _____
<i>Lost Staff Time</i>	Number of Participants _____	Average Weekly Salary \$ _____	Number of Weeks Covered _____	Total HWRI Request \$ _____
<i>Subsidy to Offset Wage Reduction</i>	Number of Participants _____	Average Weekly Salary \$ _____	Number of Weeks Covered _____	Total HWRI Request \$ _____
<i>Subsidy to Offset Unemployment Insurance Benefits</i>	Number of Participants _____	Average Weekly Salary \$ _____	Number of Weeks Covered _____	Total HWRI Request \$ _____

RFA # 1308090430
ATTACHMENT 5.1
EXPENDITURE BASED BUDGET FORMAT

SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS
 PAYEE NAME: _____

CONTRACT PERIOD From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$ -	\$ -	0.00%	\$ -	\$ -
b) Fringe	\$ -	\$ -	0.00%	\$ -	\$ -
Subtotal	\$ -	\$ -	0.00%	\$ -	\$ -
2. Non Personal Services					
a) Contractual Services	\$ -	\$ -	0.00%	\$ -	\$ -
b) Travel	\$ -	\$ -	0.00%	\$ -	\$ -
c) Equipment	\$ -	\$ -	0.00%	\$ -	\$ -
d) Space/Property & Utilities	\$ -	\$ -	0.00%	\$ -	\$ -
e) Operating Expenses	\$ -	\$ -	0.00%	\$ -	\$ -
f) Other	\$ -	\$ -	0.00%	\$ -	\$ -
Subtotal	\$ -	\$ -	0.00%	\$ -	\$ -
TOTAL	\$ -	\$ -	0.00%	\$ -	\$ -

**RFA # 1308090430
ATTACHMENT 5.2**

EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK HOURS	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					

RFA # 1308090430

ATTACHMENT 5.3

**EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

TRAVEL - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

RFA # 1308090430

ATTACHMENT 5.4

EXPENDITURE BASED BUDGET

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TOTAL	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1	
2	
3	
TOTAL	
TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	

RFA # 1308090430

ATTACHMENT 5.5

EXPENDITURE BASED BUDGET

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

RFA # 1308090430

**Attachment 6
Application Checklist**

<u>Item</u>	<u>Number Included</u>	<u>Description</u>
Application Cover Sheet	1	
Project Cover Sheet(s)	_____	One per project
Project Narrative	_____	One per project
Letters of Participation	_____	

Healthcare Facility Applicants: Include letters from all training organizations including descriptions of the training.

Educational Organization Applicants: Include letters from all participating healthcare facilities.

Third Party Applicants: Include letters from all participating training organizations including descriptions of the training, and letters from all participating healthcare facilities.

Letters of Union Concurrence	_____	One per union per application
Project Work Plan	_____	One per project per region
Project Budget Cover Sheet	_____	One per project per year per region
Project Line-Item Budget	_____	One per project per year per region
Project NPS Budget Justification	_____	One per project per year per region
Project Budget Narrative	_____	One per project per year per region
Attachment 5.1-5.5 Budget forms	_____	One per project per year per region

Attachment 7

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, J. 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: _____

RFA # 1308090430

Attachment 8

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

DOH Contact: Barry M. Gray, Director
DOH Address: Bureau of HEAL, Workforce Development and Capital Investment
Room 1821 Corning Tower, Empire State Plaza
Albany, NY 12237

Re: RFA # 1308090430
RFA Title: Health Workforce Retraining Initiative

Dear Mr. Gray:

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 9

NYS Master Grant Contract

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID: CONTRACT NUMBER: CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: Exemption Status/Code: <input type="checkbox"/> Sectarian Entity

Contract Number: # _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: _____ To: _____</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: _____ To: _____</p> <p>AMENDED TERM:</p> <p>From: _____ To: _____</p> <p>AMENDED PERIOD:</p> <p>From: _____ To: _____</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT:</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p style="margin-left: 40px;"> <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- ☐ Attachment A:

☐ Attachment B:

☐ Attachment C: Work Plan
☐ Attachment D: Payment and Reporting Schedule
☐ Other:

☐ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants

☐ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)

Contract Number: # _____

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

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Contract Number: #_____

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by 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.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

Contract Number: # _____

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
- 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
- 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
- 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part A. Agency Specific Clauses

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

A. International Boycott Prohibition: In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

B. Prohibition on Purchase of Tropical Hardwoods:

1. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

2. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. Procurement Lobbying: To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

- G.** 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.

H. Administrative Rules and Audits:

1. 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:

a) 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".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) 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.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) 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.

2. 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 "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) 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.

b) 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.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) 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.

c) 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.

I. 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.

J. 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.

K. 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 race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. 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

M. 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.

N. 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:

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

a) **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

b) **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

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

a) **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

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. 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 any 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.

P. 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.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. 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:

<< Insert Address >>

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

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

T. 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.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), 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 Vendor/Grantee Name Here

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

<< **OR** >>

Attachment A-1 Part B intentionally omitted.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From:

To:

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary					
b) Fringe					
Subtotal					
2. Non Personal Services					
a) Contractual Services					
b) Travel					
c) Equipment					
d) Space/Property & Utilities					
e) Operating Expenses					
f) Other					
Subtotal					
TOTAL					

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

TRAVEL - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

**ATTACHMENT C – WORK PLAN
SUMMARY**

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

 To: _____

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

**ATTACHMENT C – WORK PLAN
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of _____ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☐ Quarterly Reimbursement
Due date _____

☐ Monthly Reimbursement
Due date _____

☐ Biannual Reimbursement
Due date _____

☐ Fee for Service Reimbursement
Due date _____

Contract Number: # _____

- ☐ Rate Based Reimbursement
Due date _____
- ☐ Fifth Quarter Reimbursement
Due date _____
- ☐ Milestone/Performance Reimbursement
Due date/Frequency _____
- ☐ Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- ☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- ☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- ☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- ☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

- ☐ Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE