



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

**STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER  
Supporting Innovative Solutions for Oral Health Care  
In New York Communities**

**RFA Number 0704200130**

<b>Distribution of RFA</b>	<b>September 5, 2007</b>
<b>Questions Due:</b>	<b>September 13, 2007</b>
<b>Questions and Answers Posted</b>	<b>October 15, 2007</b>
<b>Applications Due:</b>	<b>November 2, 2007</b>
<b>Contact Name &amp; Address:</b>	<b>Cathy Tucci-Catalfamo, Program Manager Bureau of Dental Health Corning Tower, Rm. 542 Empire State Plaza Albany, New York 12237 518.474.1961</b>

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**Request for Applications**  
**Statewide Oral Health Technical Assistance Center (TAC)**

**I. Introduction**

The Bureau of Dental Health within the Division of Family Health, Center for Community Health and the New York State Department of Health is seeking applicants to operate a Statewide Oral Health Technical Assistance Center.

**A. Background/Intent**

In 2002, the Bureau of Dental Health developed a Request for Applications (RFA) – which included a Statewide Technical Assistance Center that supported communities in designing and testing innovative solutions to improve access to oral health care for residents in geographically isolated and/or health manpower shortage areas. This Request for Applications is a direct result of the success of those efforts.

The intent of the Statewide Oral Health Technical Assistance Center is to enhance the quality and sustainability of dental health projects such as oral health surveillance, preventive dentistry programs, mobile van programs, school-based health centers, projects in rural or inner city hospitals or community health centers and other similar, ongoing projects.

The Department of Health has identified barriers for communities and providers in establishing community-based dental programs. In general, initial assessment and administration of dental programs require a unique set of skills that are not present in many rural and inner city communities. As a result, many needy communities have not been able to access opportunities for federal and local funds. Therefore, the Department will fund a Technical Assistance Center to assist communities in solving access to dental care issues. It is the intent that the Technical Assistance Center will be available to provide on-site and remote technical assistance to providers and communities all across New York State.

Those applying under this RFA must maintain a Statewide Oral Health Technical Assistance Center that will provide on-going assistance to the projects recommended by the Bureau of Dental Health, as well as respond to requests from other oral health projects throughout the State.

**B. Description of Program**

Under this procurement, the Bureau of Dental Health will fund one Statewide Oral Health Technical Assistance Center to provide assistance to communities, health care institutions, mobile dental vans and school-based health centers, in both rural and urban areas, to improve oral health and access to oral health services. The Statewide Oral Health Technical Assistance Center will work with the NYSDOH to identify communities in need of oral health services.

There is approximately **\$250,000** available to fund one Statewide Oral Health Technical Assistance Center.

**C. Problems/Issues to be addressed through this RFA**

The Bureau of Dental Health will fund a statewide technical assistance center that is capable of assisting communities in developing innovative solutions to improve oral health.

Applicants will need to demonstrate how they will identify and address the needs of providers and communities statewide and describe how the TAC will be operated and be accessible to providers and communities who are willing to serve the underserved and publicly-insured. Applicants must provide information on their capacity to assist local health departments and communities in conducting oral health needs assessments and surveillances to monitor and assess the oral health needs of the specific target populations and geographic areas. Applicants must also demonstrate their ability to provide technical assistance in addressing workforce needs in communities with Dental Health Professional Shortage Areas, (DHPSA). The Statewide Technical Assistance Center will provide information to communities and providers for improving the availability, quality and sustainability of oral health services through various activities such as: use of mobile dental vans and portable dental equipment; developing dental case management and dental home models; training staff; strengthening operating procedures which includes record keeping, billing procedures and clinical guidelines; and integrating dental services into existing medical and other health programs. Applicants must provide technical assistance for enhancing collaboration, establishing and maintaining partnerships and coalitions and involving parents, consumers, providers and other agencies and organizations in identifying and addressing oral health activities. The Statewide TAC will develop specific outreach activities and materials to assist providers to develop best practices in meeting the oral health needs of specific populations. Educational material will also be developed and disseminated to providers and communities to increase the awareness of oral health. Evaluation of the outcome of program activities, including methods to provide feedback for program improvement, will be included in the work plan of the Statewide TAC.

## **II. Who May Apply**

### **A. Minimum eligibility requirements**

Not-for-profit agencies such as Article 28 facilities, community health centers, dental schools and any other duly authorized providers of dental care services in New York State will be eligible to apply for funds through this Request for Applications.

### **B. Preferred eligibility requirements**

The Bureau of Dental Health encourages applicants who can demonstrate a history of strong involvement in conducting needs assessment, designing effective public health improvement strategies, and developing public-private partnerships and coalitions for improving oral health. Applicants should demonstrate involvement in working with school-based dental services and mobile dental vans in both rural and urban areas. Extensive experience in working with communities to identify potential/existing problems and offering possible solutions to strengthening access and services for oral health care is preferred. Preference will be given to those with extensive statewide experience in oral health practice development and in conducting surveillance of oral diseases.

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

### **A. Expectations of Project**

The project narrative and work plan should fully explain the proposed program, fully summarize the implementation activities and denote planned outcomes. The goals and objectives for the project should be clearly stated. Each objective should be stated in measurable terms, specifying the implementation activities, time frame, person(s)

responsible and evaluation measure. Each objective described in the work plan should explain the kind and quantity of work and activities that will be implemented to accomplish the proposed objective and expected outcomes. Using the work plan format **Attachment 5**, indicate specific activities and the frequency and interval that they will be performed and who will perform them to attain the desired outcomes. Include methods of evaluation for each objective in the work plan.

## **B. Problems/Issues to be Addressed through this Application**

Applicants should address in their narrative the challenges and barriers that impede women, infants and children from accessing oral health services.

Under this procurement, applicants must describe how they will:

- Provide technical assistance to communities in conducting needs assessment
  - work with local health departments to assist them with oral health needs assessment and data collection for health planning; ensure technical support and training for the New York State Oral Health Surveillance System to monitor and assess the oral health needs of communities; and
  - assist communities in needs assessment activities which include targeting specific populations and geographic areas in need.
  
- Provide technical assistance to communities in addressing workforce needs
  - assist communities in obtaining Dental Health Professional Shortage Areas (DHPSA) designation;
  - recruit dental professionals into underserved areas; and
  - develop innovative dental health professional/educational models.
  
- Provide technical assistance for improving the availability, quality and sustainability of services by
  - design mobile van programs and the use of portable equipment in delivering services in rural and urban settings;
  - assisting communities to develop school-based programs;
  - promoting and developing dental case management and dental home models;
  - educating staff to work in these settings and providing opportunities for enhancing professional competency;
  - assisting providers with developing operating procedures, record keeping, database systems, billing procedures, and guidelines for clinical procedures;
  - assisting providers to integrate dental services into existing medical and other health programs;
  - assisting providers to develop procedures to ensure coordination of services and communication among various groups (schools, after-school programs, WIC Programs, Head Starts/Early Head Starts, private practitioners, specialty services, homeless shelters); and
  - assisting to familiarize providers with the licensure requirements for dental services in New York State.
  
- Provide technical assistance for enhancing collaboration by
  - establishing community partnerships involving parents, consumers, providers and public agencies for identifying and addressing problems;

- initiating partnerships with other organizations and convening local coalitions for securing support;
  - identifying effective strategies to suit community needs and mobilize resources to implement the activities;
  - evaluating the outcome of program activities including methods to provide feedback for program improvement; and
  - grant writing to secure funds for self-sustainability.
- Further, applicants must describe:
    - How they will ensure “statewidedness”;
    - How training and technical assistance can be provided onsite and remotely to various communities across the state; and
    - How the Technical Assistance Center will engage communities, providers and practitioners in meaningful problem solving processes around troubling oral health issues.

#### **IV. Administrative Requirements**

##### **A. Issuing Agency**

This RFA is issued by the NYS Department of Health, Center for Community Health, Division of Family Health, Bureau of Dental Health. The Department is responsible for the requirements specified herein and for the evaluation of all applications. The Statewide Oral Health Technical Assistance Center RFA will be posted on the New York State Department of Health Website: [www.nyhealth.gov/funding/](http://www.nyhealth.gov/funding/)

##### **B. Question and Answer Phase:**

All substantive questions must be submitted in writing to:

Cathy Tucci-Catalfamo, Program Manager  
 NYS Department of Health  
 Bureau of Dental Health  
 Empire State Plaza  
 Corning Tower Building – Room 542  
 Albany, New York 12237-0619

E-Mail address: [ctc01@health.state.ny.us](mailto:ctc01@health.state.ny.us)

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until **Wednesday, September 13, 2007**.

Questions of technical nature can be addressed in writing or via telephone by calling Cathy Tucci-Catalfamo at (518) 474-1961. Questions are of a technical nature if they are limited to **how** to prepare your application (e.g., formatting) rather than relating to the substance of the application.

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

Responses to written questions and any updates/modifications to this RFA will be

provided to all prospective applicants mailed a copy of this RFA and will be posted on the New York State Department of Health Website: [www.nyhealth.gov/funding/](http://www.nyhealth.gov/funding/).

**C. Applicant Conference and Letter of Interest**

- **An Applicant Conference will not be held for this project.**
- **A Letter of Interest will not be used as part of the application process for this project.**

**D. How to file an application**

Applications must be **received** at the following address by **5:00 pm on November 2, 2007**. **Late applications will not be accepted.**

New York State Department of Health  
Bureau of Dental Health  
Attn: Cathy Tucci-Catalfamo  
RFA #  
Corning Tower – Room 542  
Empire State Plaza  
Albany, New York 12237-0619

Applicants must submit **one (1) original** signed application and **six (6) complete copies**. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. ***No applications will be accepted via fax or e-mail.***

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

**E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:**

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

**F. Term of Contract**

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

It is expected that contracts resulting from this RFA will have the following initial contract period: **July 1, 2008 through June 30, 2009**. Contracts may be renewed annually for four years through December 31, 2013, contingent upon available funding and successful implementation of program requirements. It is anticipated that approximately **\$250,000** per year will be available for the Statewide Oral Health Technical Assistance Center.

The purchase of equipment will **not** be allowed during the last year of the contract. The grant may not be used for construction or major renovation.

For the successful grantee, the Department will:

1. Reduce or deny funding in subsequent years after the initial year of the contract, based on failure to achieve work plan objectives, poor performance, failure to cooperate with onsite inspection or reduced availability of funds.
2. Require listing and prior approval of all subcontracts under this scope of work.
3. Require program reports, project deliverables and financial accounting prior to payment.
4. Require timely voucher submission.
5. Require quarterly reporting of third party revenues.
6. Require that all third party revenues generated by the project are returned to the project.
7. Require grantee to receive assistance from the Bureau of Dental Health staff to correct issues in program operations found as a result of project monitoring.
8. Require follow-through on recommendations made as a result of project monitoring, including a corrective action plan and corrective actions taken.
9. Inspect project activities, products and processes through onsite monitoring visits.
10. Adjust grant awards in subsequent years based on performance and achievement of contract deliverables.

**G. Payment & Reporting Requirements**

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

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

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: **Payments will be made on a quarterly basis contingent upon receipt of all required reports.**

3. The grant contractor shall submit the following periodic reports:

The State shall supply the contractor with standard vouchers to submit for payment. A Budget Statement and Report of Expenditures, as well as a written quarterly report of program objectives, will be required for payment. Payments will be made for reimbursable expenses only.

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

#### **H. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. **Applicants are required to provide Vendor Responsibility information as part of the RFA process: Attachment 7** contains the "**Vendor Responsibility Questionnaire**" that must be completed by all applicants, with the exception of governmental agencies (defined as: State and Federal governmental agencies, counties, cities, towns, villages, school districts, community colleges, Board of Cooperative Education Services (BOCES), Vocational Education Extension Boards (VEEB's), water, fire, and sewer districts, public libraries, and water and soil districts), Public Corporations (Defined as: Public Authorities, Public Benefit Corporations, and Industrial Development Agencies), and Research Foundations (Defined as: Aging Research, Inc.; Health Research, Inc.; Research Foundation for Mental Hygiene; Research Foundations of CUNY and SUNY; and Welfare Research, Inc.).

In addition to the questionnaire, applicants are required to provide the following with their application:

- IRS letter showing 501-c-3 status if applicable.
- Proof of NYS Charities Registration (if applicable), must be up to date on all reporting requirements.
- List of all current contracts with NYS.
- Backup documentation for any box checked "yes".

#### **I. General Specifications**

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA. If this applicant does not accept a certain condition or term, this must be clearly noted in a cover letter to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
  - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
  - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
  - c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

**J. Appendices Included in DOH Grant Contracts**

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

- APPENDIX A -** Standard Clauses for All New York State Contracts
- APPENDIX A-1 -** Agency Specific Clauses
- APPENDIX A-2 -** Program Specific Clauses
- APPENDIX B -** Budget
- APPENDIX C -** Payment and Reporting Schedule
- APPENDIX D -** Work plan

**APPENDIX H -** Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement *<if applicable>*

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

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

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

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

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

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

## V. Completing the Application

### A. Application Content

Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA. All applicants **must** submit all required elements listed below, including the **Application Cover Sheet (Attachment 2)** and the **Signed Statement of Assurances (Attachment 3)**.

1. **Meets Eligibility Criteria** **pass/fail**

2. **Program Summary:** (maximum 2 pages) **5 points**

Provide a summary of the project, which describes the intent of the project, the population to be served, the geographic area and the scope of activities and anticipated outcomes.

3. **Statement of Need:** (maximum 10 pages) **15 points**

The applicant will:

- describe the gaps and needs in oral health data at the state and community level;
- describe current needs and barriers experienced by providers and communities that are willing to serve the underserved and publicly insured;
- describe how the need for technical assistance (TA) will be assessed statewide and how requests for TA will be prioritized;
- describe how the TAC will ensure that providers and communities in need will be able to learn about the TAC and how to access the TAC;
- describe specific outreach activities and public information efforts to be targeted to eligible clients;
- describe the procedures and plans to obtain participation of those in need of TA and need for specific type and nature of assistance; and
- describe the training modules used for TA.

4. **Goals and Objectives:** (Maximum 2 pages) **5 points**

- List the goals of the project.
- Provide specific, measurable, time-phased objectives to accomplish the goals in the context of a **five-year** project.
- Address all required components described in Section III. B.

5. **Operational Plan:** (Maximum 15 pages) **20 points**

Describe the operational plan for achieving the first year's objectives in the context of a five-year project:

- Identify the activities to accomplish each of the objectives.
- Establish a timeline for the completion of each component of major activity.
- Identify the person(s) responsible for the task.
- Describe the general approach to developing partnerships/networks for the innovative models. If linkages with other oral health networks, partnerships, coalitions or programs are being planned, provide the details.

- Include the sites to be covered, letters of support and memoranda of agreement with collaborating partners. This description should also include the target population, geographic focus, socioeconomic characteristics, and the number of children and families that will benefit from this initiative.
- Identify the opportunities for developing community coalitions, partnerships and/or outreach projects. The narrative should include shared values of the partners and strategies that will be used to develop the coalition, partnership, or outreach projects, structure of the organization and the role of the members.  
Describe how these activities will be continued after grant support ends, (e.g., linkages with schools, community resources, networks, coalitions and partnerships).
- Provide a detailed description of support to be provided by the partner/site including physical facilities, in-kind contributions and supervision by qualified dentists.
- Document support (letters of intent, memoranda of agreement, etc.) by participating agencies (i.e., schools, local health units, private community organizations) including, if applicable, expressed intention to provide space or utilities.

The description of the goals and objectives and the operational plan should correspond directly with the Work plan, Budget and Budget Justification, (**Attachments 4 and 5**).

**6. Evaluation:** (maximum 2 pages)

**5 points**

Plans for monitoring progress on objectives and development and implementation of tracking and data collection systems relative to each objective should be described. For each activity, use a logic model (**Attachment 8**) to describe the key output and outcome indicators and how they will be measured.

**7. Applicant Organization:** (maximum 5 pages)

**20 points**

Describe your agency, its mission, goals and services. Also describe how this program funding will be used to enhance your agency's mission and existing services. Describe your agency's past experience and current capacity for providing services funded by grant dollars and to the target population.

If the agency is a recipient of a NYSDOH-funded dental program grant, provide details of the accomplishments during the previous grant cycle(s). (Do not assume that reviewers will be aware of existing projects and activities.)

Applicants should describe sources of expertise that will enable them to serve the comprehensive needs of providers and communities across New York State. Applicants should describe their past statewide experience with innovative service delivery systems, mobile van programs, portable dental equipment and program design to meet the needs of underserved in rural and urban areas. Working relationships, partnerships and coalition building activities should be documented.

**8. Program Management:** (maximum 2 pages)

**10 points**

Describe in detail the organizational structure of your proposed program, including essential staff and their qualifications to perform the stated services. Identify the

person responsible for the project. **Include the agency's organizational chart in an appendix, showing clear lines of authority for all project staff.** The organizational chart will not count toward the two-page limit.

**9. Budget/Justification:** (maximum 2 pages, excluding budget forms)

**20 points**

Please complete the attached Budget forms, (**Attachment 4**) in their entirety. Applicants should submit a 12-month budget, assuming a January 1, 2008, start date. The budget narrative should explain the first year's budget in light of the five-year plan for the project. All costs must be related to the provision of services as described in this RFA. Justification for each cost should be submitted in narrative form and not exceed 2 pages. Budget needs to be reasonable and cost effective and include only reimbursable items. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined and time budgeted must be consistent with job descriptions and activities described in the work plan.

Applicants must indicate in-kind support for the project and projected sources of funding. Complete job descriptions which indicate the title, function, specific responsibilities and required qualifications of all persons to be supported by project funds must be included in the application.

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

The funds to support this initiative are from New York's Federal Title V Maternal and Child Health Services Block Grant. Federal Funds may **not** be used for:

- a. inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnant women and infants;
- b. cash payments to intended recipients of health services;
- c. the purchase or improvement of land, the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility, or the purchase of major medical equipment;
- d. satisfying any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
- e. providing funds for research or training to any entity other than a public or nonprofit private entity; or
- f. payment for any item or services (other than an emergency item or services) furnished-
  1. by an individual or entity during the period when such individual or entity is excluded under this title or title XVIII, XIX, or XX pursuant to section 1128, 1128A, 1156 or 1184, or
  2. at the medical direction or on the prescription of a physician during the period when the physician is excluded under this title XVIII, XIX or XX pursuant to section 1128, 1128A, 1156 or 1842 and when the person furnishing such item or services knew or had reason to know of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

**Not more than 10 percent may be used for administrative costs under this initiative.**

## B. Application Format

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

Applications **should not exceed 40, double-spaced typed pages** (not including the cover page, budget and attachments), using a pitch font not smaller than 10 with 1 inch margins all around. The value assigned to each section is an indication of the relative weight that will be given when scoring your application. Points will be deducted for not complying with the prescribed format, i.e., double spacing, document length, and font.

<b>Application Component</b>	<b>Page Limits</b>	<b>Scoring</b>
1. Meets Eligibility Criteria	Cover Page/Assurances	Pass/Fail
2. Program Summary	Not to exceed 2 pages	Maximum Score: 5 points
3. Statement of Need	Not to exceed 10 pages	Maximum Score: 15 points
4. Goals & Objectives	Not to exceed 2 pages	Maximum Score: 5 points
5. Operational Plan	Not to exceed 15 pages	Maximum Score: 20 points
6. Evaluation	Not to exceed 2 pages	Maximum Score: 5 points
7. Applicant Organization	Not to exceed 5 pages	Maximum Score: 20 points
8. Program Management	Not to exceed 2 pages	Maximum Score: 10 points
9. Budget/Justification	Not to exceed 2 pages (Page limit does not include budget forms.)	Maximum Score: 20 points
<b>Total Application</b>	<b>Not to exceed 40 pages</b>	Maximum Score: 100 points

## C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the New York State Department of Health, Center for Community Health, Division of Family Health. The Department reserves the right to obtain reviewers outside the sponsoring bureau, the Bureau of Dental Health.

All applications will be scored using a standardized tool. Each proposal will be reviewed by a minimum of three reviewers, whose scores will be averaged to arrive at a final score for each application. Scores will be ranked from highest to lowest, with higher scores being most desirable as grantees. Applicants with average scores below 60 will not be considered fundable. The applicant with the highest score will receive the award.

A Statewide Oral Health Technical Assistance Center (TAC) will be funded for up to \$250,000 per year. Only one TAC will be funded based on the merit of the application.

Following the awarding of grants from this RFA, applicants may request a debriefing from the New York State Department of Health, Center for Community Health, Division of Family Health, Bureau of Dental Health. This debriefing will be limited to the positive and negative aspects of the subject application only. The debriefing can occur three months following the award announcement.

## **VI. Attachments**

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# GRANT CONTRACT

STATE AGENCY (Name and Address):  _____	.	NYS COMPTROLLER'S NUMBER: _____
	.	
	.	ORIGINATING AGENCY CODE: _____
CONTRACTOR (Name and Address):  _____	.	TYPE OF PROGRAM(S)  _____
	.	
	.	
FEDERAL TAX IDENTIFICATION NUMBER:  _____	.	INITIAL CONTRACT PERIOD  _____
	.	
MUNICIPALITY NO. (if applicable):  _____	.	FROM:  _____
	.	
	.	TO:  _____
CHARITIES REGISTRATION NUMBER: ____ - ____ - ____ or ( ) EXEMPT: (If EXEMPT, indicate basis for exemption):  _____	.	FUNDING AMOUNT FOR INITIAL PERIOD:  _____
	.	
	.	MULTI-YEAR TERM (if applicable): _____
	.	FROM: _____
CONTRACTOR HAS( ) HAS NOT( ) TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS.  _____	.	TO:  _____
	.	
CONTRACTOR IS( ) IS NOT( ) A SECTARIAN ENTITY CONTRACTOR IS( ) IS NOT( ) A NOT-FOR-PROFIT ORGANIZATION  _____	.	

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 11/06)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## OTHER APPENDICES

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



# STATE OF NEW YORK

## AGREEMENT

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

### WITNESSETH:

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

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

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

#### I. Conditions of Agreement

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

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

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

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

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

## II. Payment and Reporting

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

## III. Terminations

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

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

#### IV. Indemnification

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

#### V. Property

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

#### VI. Safeguards for Services and Confidentiality

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

**STANDARD CLAUSES FOR NYS CONTRACTS**

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

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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

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APPENDIX A-1  
(REV 11/06)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

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

the applicable principles in "a" above.

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

engage in lobbying activities of any kind regardless of how funded.

- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
  
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
  - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
    - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
  
    - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
  - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
  - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
  - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant,

contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

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

transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

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

13. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

14. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.



## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

#### 1. Payment and Reporting Terms and Conditions

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

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

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

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

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

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

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

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than \_\_\_\_ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the \_\_\_\_\_.

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

II. Progress and Final Reports

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

Report Type:

A. Narrative/Qualitative Report

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

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

B. Statistical/Quantitative Report

\_\_\_\_\_ (Organization Name) will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, a detailed report

analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

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

D. Final Report

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

## APPENDIX D

### PROGRAM WORKPLAN (sample format)

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

#### I. CORPORATE INFORMATION

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

#### II. SUMMARY STATEMENT

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

#### III. PROGRAM GOALS

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

#### IV. SPECIFIC DELIVERABLES

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

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



**ATTACHMENT 2**

**APPLICATION COVER SHEET FORMAT**

**NEW YORK STATE DEPARTMENT OF HEALTH**  
**Bureau of Dental Health**

**APPLICATION COVER SHEET**

**STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER**

**(Please Print or Type)**

NAME OF ORGANIZATION/FACILITY:

\_\_\_\_\_

PERSON RESPONSIBLE FOR COMPLETING APPLICATION:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FEDERAL IDENTIFICATION NUMBER: \_\_\_\_\_

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

AMOUNT OF REQUESTED FUNDING: \$ \_\_\_\_\_

TOTAL PROJECT COST: \$ \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSONNEL:

\_\_\_\_\_

\_\_\_\_\_  
DATE

PLEASE PRINT NAME \_\_\_\_\_

PLEASE PRINT TITLE \_\_\_\_\_

**Attachment 3  
ASSURANCES**

**To be signed by the chief official of the applicant organization:**

- Funds awarded will be used only to support dental programs as described in the application and as appear on an approved workplan.
- The organization will actively pursue reimbursement from Medicaid, Child Health Plus and other third-party payers for services rendered by the project and, to the extent possible, will assist clients with enrolling in Medicaid and other insurance programs.
- All expenditures and revenues will be maintained through a general accounting system to allow for identification.
- Data will be kept as requested by the Bureau of Dental Health. Four quarterly reports, an annual project report, an annual inventory and quarterly expenditure reports will be submitted to the New York State Department of Health.
- Professional and legal standards for client confidentiality will be strictly maintained per Public Health Law for Article 28 and Article 44 providers.
- The applicant will allow the New York State Department of Health access to conduct site visits as necessary throughout the grant period.
- Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- The signature below indicates that the applicant accepts the terms and conditions in the Request for Applications.

I have express authority to make these assurances on behalf of the applicant.

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

Please PRINT name and title:

Organization Name:

NEW YORK STATE DEPARTMENT OF HEALTH - BUREAU OF DENTAL HEALTH

ATTACHMENT 4  
PROJECT BUDGET

STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER  
Instructions For Completing  
Operating Budget and Funding Request  
(Tables A, A-1, A-2)

IN COMPLETING TABLES A-1 AND A-2, LIST THE PERSONAL SERVICES (PS) AND NON PERSONAL SERVICES THAT SUPPORT THIS INITIATIVE, EVEN IF NO FUNDING IS BEING REQUESTED FROM NYS.

TABLE A (Operating Budget and Funding Request Summary Sheet)

This table will summarize the grand totals on Tables A-1 and A-2.

TABLE A-1 (Personal Services):

List ALL personnel working on this grant, even if no funding is being requested from NYS.

Column No.:

- (1) Personal Services: List **ALL** personnel working on the grant, even if **no** funding is being requested from NYS.
- (2) Budgeted Salary - enter the budgeted amount to be paid to the employee during the year, regardless of funding source.
- (3) Full-Time Annualized Salary - enter the amount of funding needed to support this position for 12 months on a full-time basis, regardless of funding source.
- (4) Number of Months Funded - enter the number of months the position will be funded by this grant. Note: the number of months may be less than the contract period, but cannot exceed the number of months in the contract period.
- (5) Percent (%) FTE - enter the % of time the incumbent will work on the grant on a full-time basis. One (1) FTE is based on the number of hours worked in one week (e.g., 40 hour workweek). To determine a % FTE, divide the hours per week spent on the project, by the number of hours in the workweek. For example: given a 40 hour workweek, an individual working 10 hours per week on the project spends .25 percent of his/her time on the project (i.e.,  $10/40 = .25$ ) Please show in decimal form.
- (6) Total Expenses - To calculate, multiply the full-time annualized salary by the % FTE. Multiply the result by the number of months funded divided by 12 (i.e.  $\text{salary} \times \% \text{ FTE} \times \# \text{ of months funded} / 12$ ).
- (7) Amount requested from NYS - enter the amount of total expenses (see Column 7) requested to be reimbursed by NYS.

- (8) Other Sources - include amounts expected to be received from all other sources, including local appropriation, in-kind, revenue earned from items funded by this grant, etc. A separate amount should be indicated for each source of funding specified in column 9.
- (9) Specify Other Sources - specify the source of funds for each amount shown in Column 8.
- See Subtotal Salaries line - enter the subtotal of the salaries in Columns 6, 7, and 8.
- See Fringe Benefits - show the percentage of Fringe Benefits derived on Fringe Benefit Rate Form 3. Multiply this rate by the sub-total of the salaries in Column 6 and enter the result on the Fringe Benefits line in Column 6. The sum of Column 7 and 8 of this budget line must equal Column 6.
- See Subtotal PS line - sum the "Sub-Total Salaries" amounts and "Fringe Benefits" amounts shown in Columns 6, 7, and 8.

#### **TABLE A-2 (Non Personal Services)**

**List ALL non personal expenses related to this grant, even if no funding is being requested from NYS.**

##### Column No.:

- (1) Non Personal Services - List **ALL** expenses related to this grant, even if **no** money is requested from NYS.
- (2) Total Expenses - The total expenses for all items should be indicated. This column must equal the sum total of the figures in columns 3 and 4.
- (3) Amount Requested from New York State - Direct funding requests to New York State will be indicated by all of the amounts in this column.
- (4) Other Sources of Funds - include amounts expected to be received from all other sources such as local appropriation, in-kind, revenue earned from items funded by this grant, etc. A separate dollar amount should be indicated for each source of funding specified in column 5.
- (5) Specify Other Sources - Specify the source of funds for each amount shown in Column 4.

**NOTE: THE OPERATING BUDGET AND FUNDING REQUEST MUST BE ACCOMPANIED BY THE THE BUDGET NARRATIVE/JUSTIFICATION FORMS.**

**ATTACHMENT 4**

APPLICANT:

RFA FAU #:

**TABLE A  
BUDGET SUMMARY  
STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER  
OPERATING BUDGET AND FUNDING REQUEST  
CONTRACT PERIOD JULY 1, 2008 - JUNE 30, 2009**

	=	+	+	
	Total Expenses	<b>Amount Requested from NYS</b>	Other Source	Specify Other Sources
<b>Subtotal Personal Service</b> (Total Line Only from Table A-1):				See Table A-1
<b>Subtotal Nonpersonal Services</b> (Total Line Only from Table A-2):				See Table A-2
<b>GRAND TOTAL</b>				<u><b>CFDA INFORMATION</b></u> Federal Funds 93.994: Maternal and Child Health Services Block Grant (100%)

**ATTACHMENT 4**

**APPLICANT:**

**RFA FAU #:**

**TABLE A-1  
STATEWIDE ORAL HEALTH ITECHNICAL ASSISTANCE CENTER  
OPERATING BUDGET AND FUNDING REQUEST  
JULY 1, 2008 - JUNE 30, 2009**

<b>PERSONAL SERVICES (PS)</b>	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
List the title of <b>ALL</b> personnel working on the grant, even if no funding is being requested from NYS:	*Budgeted Salary	Full-time Annualized Salary	# of Months Funded	% FTE Annual (e.g. .25)	Total Expenses	Amount Requested From NYS	Other Sources of Funds	Specify Other Sources of Funds
<b>Sub-Total Salaries</b>								
<b>Fringe Benefit Rate _____%</b>								
<b>Sub-Total PS</b>								

\*If the employee is part-time, as opposed to full-time, enter the part-time annual salary, regardless of funding source.

**ATTACHMENT 4**

**APPLICANT:**

**RFA FAU #:**

**TABLE A-2  
STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER  
OPERATING BUDGET AND FUNDING REQUEST  
JULY 1, 2008 - JUNE 30, 2009**

**NON-PERSONAL SERVICES (NPS)**

(1)	(2)	(3)	(4)	(5)
List <b>ALL</b> expenses related to this initiative even if no funding is being requested from NYS:	Total Expenses	Amount Requested From NYS	Other Sources of Funds	Specify Other Sources of Funds
Printing and Copying Postage Supplies (including software) Telephone Travel: In-State Out-of-State Training Equipment Purchased Services: Subcontractors Consultants Other (itemize):				
<b>Sub-Total OTPS</b>				
<b>Total (PS &amp; NPS) Expenses</b>				

**ATTACHMENT 4**  
**STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER**  
**BUDGET NARRATIVE/JUSTIFICATION**  
**INSTRUCTIONS**

**Forms 1, 2, 3, and 4**

**Personal Services (PS): Form 1**

Form 1 must include a description for each position contained in Table A-1. The percentage of time spent on various duties, where appropriate, must be included. Contracted, consultant or per-diem staff are not to be included on Form 1. These expenses should be shown as consultant or contractual services under the Nonpersonal Services (NPS) Form 2.

**Nonpersonal Services (NPS): Form 2**

**Supplies and Materials (including software):**

Definition: Any item with a per unit cost less than \$200. Software costs should be broken-out separately under supplies, regardless of cost. Provide a delineation of the items of expense and estimated cost of each along with a justification of their need.  
Note: Some supplies may be consolidated under generic headings like Office Supplies, Medical Supplies, etc.

**Equipment:**

Definition: Any item with a per unit cost of \$200 or more. Provide a delineation of each piece of equipment that includes the estimated cost, the personnel on the budget for whom the equipment is earmarked, a justification of need, and a justification of the amount requested to be reimbursed by NYS. Explanations should be more detailed if the equipment is unique or if special features are included that constitute a higher cost.

### **Other Expenses:**

List any item of expense not included elsewhere in the budget. Items might include

**Example: Rent** - There are alternate methods for determining the amount of rent that can be reimbursed under this contract. One method uses square footage, the other FTE information. Please choose the method that is most applicable:

**Method A:** *Rent is \$8 per square foot. Staff listed on the budget utilize 300 square feet.*

*As such, the amount requested from NYS is 300 sq. ft. x \$8.00/sq. ft. = \$2,400.*

**Method B:** *Thirty (30) FTEs occupy space with an annual rent of \$10,000. Three (3) of the 30 FTEs work on this grant. Therefore, the percentage of FTEs working on the grant, as compared to FTEs in the space, equal 3/30 or 10%.*

*Rent allocation: \$10,000 x 10% = \$1,000*

### **Subcontracts/Consultant Services:**

Provide a listing of all subcontracts, including consultant contracts which will support contract deliverables along with a description of the services to be provided. This should include all anticipated costs that would support the program even if funded by other sources. Include an estimate of the number of hours to be worked and the rate per hour, if applicable, for subcontracts supported in full or in part with requested funds.

If the subcontractor/consultant has not yet been selected, please indicate "**Not Selected**" under the Subcontractor/Consultant line and provide all other pertinent information.

### **Fringe Benefits - Form 3**

### **Travel: Form 4**

Complete Form 4 and 5 as appropriate and enter amount requested to be reimbursed by NYS as shown on Table A-2. Provide a delineation of the funding requested in each of the following sub-categories, if applicable.

### **ADMINISTRATIVE COSTS**

All expenses for your project must be inline item detail on the forms provided. NYS funded administrative costs (budget line item detail) may not exceed ten percent (10%) of your NYS budget due to federally imposed administrative caps on contract funds.

**ATTACHMENT 4**

**APPLICANT:**

**RFA FAU #:**

**STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER  
BUDGET NARRATIVE/JUSTIFICATION  
FORM 1  
JULY 1, 2008 - JUNE 30, 2009**

**PERSONAL SERVICES (PS):**

Position Title	Incumbent Name	Description/Justification Please specify activities delineated in the workplan for EACH title. Use additional sheets if necessary.

**ATTACHMENT 4**

**APPLICANT:**

**RFA FAU #:**

**STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER  
BUDGET NARRATIVE/JUSTIFICATION  
FORM 2  
JULY 1, 2008 - JUNE 30, 2009**

**NONPERSONAL SERVICES (NPS):**

Item	Cost	Description/Justification (use additional sheets if necessary)

**ATTACHMENT 4**

**APPLICANT:**

**RFA FAU #:**

**STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER  
FRINGE BENEFIT RATE  
FORM 3  
JULY 1, 2008 - JUNE 30, 2009**

**PART A**

**Does your organization have a federally approved fringe benefit rate?**

Yes: \_\_\_\_\_ If yes, you do **not** have to complete Part B. Proceed to next line.

Federally Approved Rate: \_\_\_\_\_ Period of Applicability: \_\_\_\_\_ *Attach copy of Federal Approval - all pages.*

No: \_\_\_\_\_ If no, proceed to Part B.

**PART B**

Specify the components and percentages comprising the fringe benefit rate.

**Note: If positions have different fringe benefit rates, please use an average for all positions.**

Component	Rate
F.I.C.A (6.2%) & Medicare Tax (1.45%)	
Health Insurance	
Unemployment Insurance	
Disability Insurance	
Life Insurance	
Worker's Compensation	
Pension/Retirement	
Other: (delineate)	
*Total Fringe Rate	

**\*This rate must be equal to the percentage shown in the budget, Appendix B, Table A-1.**

ATTACHMENT 4

APPLICANT:

RFA FAU #:

STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER  
TRAVEL BUDGET  
FORM 4  
JULY 1, 2008 - JUNE 30, 2009

PROVIDE A DELINEATION OF THE FUNDING REQUESTED IN EACH OF THE FOLLOWING SUB-CATEGORIES, IF APPLICABLE. ATTACH ADDITIONAL SHEETS AS NECESSARY.

**In-State Staff and  
Volunteer Travel**

Include number of staff, titles of staff and volunteer estimated travel costs (including transportation, lodging and meals for the contract period), and purpose of travel. **See example below.**

\$ \_\_\_\_\_

**Out-of-State Staff  
and Volunteer Travel  
and Conference  
Travel**

Provide an estimate of the amount you anticipate spending on out-of-state and conference travel along with a delineation of the travel and a justification of how the travel relates to program objectives. All out-of-state travel must have prior approval. **See example below.**

\$ \_\_\_\_\_

**EXAMPLES:** According to the examples below, provide as much information as possible about the event(s) to which staff are traveling. Please indicate if this information is not available when the budget is submitted. Failure to do so will result in a delay of the review and approval of the budget. If this information is not submitted at this time, approval must be requested before travel is undertaken.

**In-State:** Program Coordinator and Data Coordinator to attend 2 related in-State conferences; 2 staff X 2 conferences each X \$300 per conference (including transportation, lodging and meals) = \$1,200.

**Out-of-State:** Program Coordinator and Data Coordinator to attend conference (including transportation, lodging and meals) at a cost of \$900 per person = \$1,800.

**TOTAL FUNDING REQUESTED FOR TRAVEL:**

\* \$ \_\_\_\_\_

\*The amount shown here must equal the total cost of travel found on Table A-2.

**ATTACHMENT 6**

**APPLICANT:**

**RFA FAU #:**

**STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER  
WORKPLAN  
JULY 1, 2008 - JUNE 30, 2009**

<b>OBJECTIVES</b>	<b>SPECIFIC ACTIVITIES</b>	<b>TIME FRAME</b>	<b>PERSON RESPONSIBLE</b>	<b>EVALUATION MEASURES</b>

# New York State

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

## Vendor Responsibility Questionnaire

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

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

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

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

FEIN #

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



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

FEIN #

<p><b>21.</b> Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate<sup>1</sup> or any person involved in the bidding or contracting process:</p>	
<p><b>a)</b> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>b)</b> been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>c)</b> been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <p>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety &amp; Health Administration (OSHA) or New York State labor law;</p> <p>2. state or federal environmental laws;</p> <p>3. unemployment insurance or workers’ compensation coverage or claim requirements;</p> <p>4. Employee Retirement Income Security Act (ERISA);</p> <p>5. federal, state or local human rights laws;</p> <p>6. civil rights laws;</p> <p>7. federal or state security laws;</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

FEIN #

<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;</p> <p>9. state or federal anti-trust laws; or</p> <p>10. charity or consumer laws?</p> <p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
<p>22. In the past three (3) years, has the vendor or its affiliates<sup>1</sup> had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates<sup>1</sup>, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code?</p> <p><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>25. During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span></p> <p><i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <span style="float: right;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</span></p> <p><i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates<sup>1</sup> within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

FEIN #

<b>27.</b> Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>28.</b> Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>29.</b> In the past five (5) years, has the vendor or any affiliates <sup>1</sup> : <ul style="list-style-type: none"> <li><b>a)</b> defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li> <li><b>b)</b> received an overall unsatisfactory performance assessment from any government agency on any contract; or</li> <li><b>c)</b> had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?</li> </ul> <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

FEIN #

State of:                    )  
                                  ) ss:  
County of:                 )

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business	Signature of Owner/Officer_____
Address	Printed Name of Signatory
City, State, Zip	Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT 8

### STATEWIDE ORAL HEALTH TECHNICAL ASSISTANCE CENTER CHECKLIST

The following is an outline of what needs to be submitted with you RFA application for the period 7/1/08 through 6/30/09. This list provides the order in which the requirements for the application should be submitted, and also serves as a checklist.

- \_\_\_\_\_ Application Cover Sheet (Attachment 2)
- \_\_\_\_\_ Assurances (Attachment 3)
- \_\_\_\_\_ Budget Tables A, A-1, A-2 (Attachment 4)
- \_\_\_\_\_ Budget Narrative/Justification, Forms 1 and 2 (Attachment 4)
- \_\_\_\_\_ Fringe Benefit Rate, Form 3 (Attachment 4)
- \_\_\_\_\_ Travel Budget, Form 4 (Attachment 4)
- \_\_\_\_\_ Workplans (Attachment 5)
- \_\_\_\_\_ Vendor Responsibility Questionnaire (Attachment 6)
- \_\_\_\_\_ Logic Model (Attachment 7)