

New York State Department of Health

A Request for Applications for

Bureau of Tobacco Use Prevention and Control  
RFA # 0704301001

**Integrating Tobacco Use Interventions into  
New York State Chemical Dependency Services**

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*KEY DATES*

**RFA Release Date:** July 25, 2007  
**Questions Due:** August 3, 2007  
**Letter of Interest Due:** August 10, 2007  
**(optional)**  
**RFA Updates Posted:** On or about August 17, 2007  
**Applications Due:** **September 10, 2007, 4:30 p.m.**

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## **I. INTRODUCTION**

The New York State Department of Health seeks applicants with demonstrated experience to assist OASAS-licensed substance abuse treatment providers to implement tobacco control regulations and policy and integrate clinical interventions for tobacco dependency into existing treatment regimens through training and technical assistance.

As a result of this solicitation, the New York State (NYS) Department of Health Bureau of Tobacco Use Prevention and Control will fund a Development, Management, and Oversight agency (DMOA) to procure, manage, and support Regional Technical Assistance and Training Centers (RTATC) strategically located throughout the state to work hands-on with OASAS-licensed substance abuse treatment providers to help them implement tobacco related policy and treatment programs.

The Bureau of Tobacco Use Prevention and Control has allocated up to \$2.5 million for the two-year term of the contract for this solicitation.

### **Description of Program**

Preventing and reducing tobacco use are the most important public health actions that can be taken to improve the health of New Yorkers. Tobacco addiction is the leading preventable cause of morbidity and mortality in New York and in the United States. Cigarette use alone results in an estimated 430,000 deaths each year in the US, including 25,000 deaths in New York State. The list of illnesses caused by tobacco use is long and contains many of the most common causes of death, including heart disease, stroke and multiple forms of cancer, lung and vascular diseases.

Nonsmokers who breathe the smoke from other peoples' cigarettes also suffer adverse health consequences related to their exposure to tobacco smoke. According to the U.S. Department of Health and Human Services Centers for Disease Control and Prevention (CDC), researchers have identified more than 4,000 chemicals in tobacco smoke, including at least 43 that cause cancer in humans and animals. The US Environmental Protection Agency estimates that environmental tobacco smoke, also called secondhand smoke, causes approximately 62,000 deaths each year among non-smokers in the United States, including 3,000 deaths each year from lung cancer. An estimated 300,000 children across the nation develop lower respiratory tract infections each year as a result of exposure to secondhand smoke, with approximately 15,000 of these children hospitalized each year due to their infections. Exposure to secondhand smoke is a primary cause of asthma and acute asthmatic events among children. Tobacco smoke also has a direct impact on the health of the developing fetus. Women who smoke during pregnancy have a higher incidence of delivering low birth-weight babies, a leading cause of infant death.

The NYS Bureau of Tobacco Use Prevention and Control is built upon a foundation of proven successful community actions established during the National Cancer Institute-

funded Project ASSIST (1991-1999) and is based on the coordinated, comprehensive, statewide approach to tobacco control promoted and funded by the CDC beginning in 1999. The program seeks to prevent initiation of tobacco use and reduce current use of tobacco products through promotion of cessation, reducing the social acceptability of tobacco use, and eliminating exposure to secondhand smoke by implementing a three-pronged strategy:

**Community mobilization** to change the community environment that supports tobacco use, change community attitudes about tobacco, and de-normalize tobacco use;

**Media and counter-marketing** to increase awareness of the dangers of secondhand smoke and motivate tobacco users to stop, to expose tobacco industry propaganda, and de-glamorize tobacco use; and

**Cessation** systems, services, and supports to motivate individual tobacco users to attempt to stop smoking and increase the likelihood of cessation success.

The Bureau of Tobacco Use Prevention and Control is supported by both surveillance and evaluation to monitor the progress of work and by training and program administration to build and maintain an effective tobacco control infrastructure in NYS. In addition, to contribute and advance tobacco control efforts in NYS, nationally and globally the program contributes to the science of tobacco control.

The Program's activities follow recommendations from the National Cancer Institute's *Strategies to Control Tobacco Use in the United States: A Blueprint for Public Health Action in the 1990s*; CDC's *Best Practices for Comprehensive Tobacco Control Programs*; the Surgeon General's report on *Reducing Tobacco Use: A Report of the Surgeon General*; and the Task Force on Community Preventive Services' *Guide to Community Preventive Services: Tobacco Use Prevention and Control*.

### **Background of Issue**

Treating tobacco addiction within substance abuse treatment settings continues to be a complicated and controversial subject among substance abuse treatment providers despite research that links continued tobacco use to increased rates of relapse, disease and premature death. Sixty to 90 percent of patients in addiction treatment are tobacco dependent and about 40 to 50 percent are heavy smokers, defined as more than 25 cigarettes per day. Despite this, smoking continues to be an accepted part of the culture in many substance abuse treatment programs. Historically, there are many reasons that support this phenomenon. For example:

- staff, many of whom are former substance abusers smoke;
- cigarettes, coffee and sweets have been, historically, part of the culture of recovery;
- there is a belief among treatment professionals that prohibition of smoking may present a barrier to clients seeking treatment;

- there is a persistent belief among treatment staff that giving up tobacco is too difficult for clients in early sobriety and that their more “problematic” drug and alcohol addictions must come first;
- the perceived difficulty of undertaking another task by an already overburdened and under-funded treatment system.

While tobacco control within substance abuse settings has been ignored by some, progress has been made by a committed group of treatment professionals. A body of research exists that answers some of the questions that have historically posed obstacles. Many substance abuse treatment programs have independently and successfully become tobacco-free and some state treatment systems are addressing the issue through regulation and policy change, including New York State.

## **II. WHO MAY APPLY**

### **Minimum Eligibility Requirements**

The New York State Department of Health Bureau of Tobacco Use Prevention and Control is seeking applications from the following non-profit organizations: educational and training institutions, community-based organizations, academic institutions and hospitals. Applicants must have a minimum of five years’ experience overseeing a large professional training program including web and computer-based training and provision of technical assistance. Applicants should have a demonstrated track record, which may include one or more of the following: journal publications on a topic relevant to this solicitation, journal publications relevant to adult learning, conference presentations, experience developing and delivering direct service model programs in the topic area or a history of developing and delivering training in the topic area.

All applicants must include a statement verifying the vendor's "no tobacco" status. This statement must certify that the applicant does not have any affiliation or contractual relationship with any tobacco company, its affiliates, its subsidiaries or its parent company. Failure to include this statement will result in disqualification of the application.

Applicants that have the capacity for both oversight and training may also apply thereby precluding the necessity to subcontract with separate Regional Technical Assistance and Training Centers (RTATC) described. However, the administrative specifications and funding amounts (budgets) for both the DMOA and the RTATC responsibilities should be addressed in the application.

### **Preferred Eligibility Requirements**

Preference will be given to applicants with expertise in: conducting professional training to substance-abuse providers, knowledge of the substance use delivery system in NYS, knowledge of the science of tobacco control, development, delivery and evaluation of curricula and proven expertise in the design of instructional and communication

technology based training (computer-assisted instruction (CAI) on CD-ROM, website development, on-site registration and web-based instruction (WBI)).

### III. PROJECT NARRATIVE/WORK PLAN OUTCOMES

#### Program Description

It is the intent of the New York State Bureau of Tobacco Use Prevention and Control to assist the NYS substance abuse treatment system by funding a Development, Management, and Oversight Agency (DMOA) to develop content, coordinate delivery, and manage all aspects of this project as described in this RFA, including, but not limited to:

- **Procure and manage Regional Technical Assistance and Training Centers (RTATC) subcontracts** to provide technical assistance (TA) and training to substance abuse treatment programs, located within specified regional boundaries, as these substance abuse treatment programs implement tobacco control regulations, policies, and clinical interventions. *See page 13 for more detail about Regional Technical Assistance and Training Centers (RTATC).*
- **Support development of programs through training** which will include the development, pilot testing and evaluation of various curricula to be determined (proposed at this time are: a half-day training for administrators and managers, a one-day training for counselors, and a one-day training for staff working with clients with a dual diagnosis of substance abuse and mental illness); development, field testing and evaluation of consumer and provider materials (such as brochures, counseling protocols); and translating the one-day counselor training listed above into distance learning training formats which may include CD-ROM, online training programs and/or videos. Classroom-based trainings will be offered by the DMOA and the RTATCs.
- **Develop capacity building supported by the use of technology** through the translation of trainings referenced in the above paragraph to CD-ROM or web-based format and the development of a web portal to serve as a one-stop comprehensive resource. This portal, which should be developed in up-to-date language and meet all NYS Office for Technology and federal standards for accessibility, will serve as a repository for resources such as policy tools, training resource kits (ancillary training materials such as handouts, power point slides, training manuals, self-study guides, follow-up quizzes and assessment tools) agency assessment instruments, online training tools, database of available trainers, providers and other relevant resources. The training portal may also serve as a central location for threaded discussion lists and sharing of tools by registered participants to share resources and help build capacity to implement tobacco free policies in their facilities.

- **Develop online training courses** from training programs to be developed from this solicitation. The DMOA will create one online course per year using up-to-date, accessible web language. Each training segment of the original training materials will need to be adapted for this format and the applicant will describe a process for doing so successfully. Segments should be interactive, engage learners, reinforce key learning objectives and provide individual feedback customized to the users' response to questions and prompts. The training should include various methods to evaluate participant learning and satisfaction. The training should be visually appealing with appropriate use of graphic, videos or other visuals. The on-line training should be designed so it may be flexible enough for revision, tracking and evaluation.
- **Implement train-the-trainers (TOT) programs** to be delivered to the RTATCs; these TOTs will prepare RTATCs to offer the training programs that will be developed by the DMOA (the above-described **standardized** curricula for training counselors, managers, and administrators).
- **Provide comprehensive, tailored technical assistance** to OASAS-licensed substance use facilities whose staff have attended training programs offered by the DMOA or RTATCs; by developing, implementing and evaluating a comprehensive protocol for providing and evaluating TA. Technical assistance may be provided through threaded discussion on the web portal, face-to-face, conference calls and other formats.
- **Coordinate and oversee** this statewide project, including convening quarterly meetings with RTATCs to supervise program implementation, coordinate statewide activity, and problem solve as the substance abuse system implements new policies and regulations that support tobacco-free environments and integration of tobacco dependency treatment within their treatment regimens.
- **Provide logistical services and activities**, including arranging for training space for DMOA/RTATC meetings and TOTs, handling all aspects of registration, providing food, material production, replication and distribution, evaluation of trainings, and assessment of participant satisfaction related to the delivery of training. RTATCs that have the infrastructure to manage their own registration, reserving training space, providing food and other training related logistics, should do so and will be given preference for funding through the selection process to be established by the DMOA. However, the DMOA should be prepared to handle these logistical duties for RTATCs that may be funded but lack the infrastructure to handle these logistics.
- **Implement management supports**, including the development of protocols, data collection, and program monitoring and evaluation systems for assuring quality and program improvement.

**Additionally, the DMOA and/or its principal subcontractors, the Regional Technical Assistance and Training Centers, will:**

- assist substance abuse treatment program staff who wish to quit smoking to access appropriate resources to assist them to stop smoking, and
- offer a clinician scholarship program for clinicians who can play a leadership role, following provision of more intensive training.

**Please note:** All products developed pursuant to this solicitation including, but not limited to: trainers manuals, participant manuals, policy documents, handouts, slides, outlines, videos, CD-ROMS, web portals and web-based training, audiotapes, brochures and all other training materials and data shall be the sole property of the NYSDOH.

In addition, the DMOA and/or RTATC will NOT be permitted to charge any providers for training. The training provided as a result of this contract will be provided free of charge.

### **Curriculum Development**

The contractor should demonstrate the capacity to develop, implement and evaluate comprehensive tobacco control curricula as described below. A group of experts in the field of tobacco dependency treatment has been convened to advise and/or assist in writing of the curriculum. The curricula should be based on adult learning theory and grounded in adult learning principles and will address the following three training participant target audience areas:

***A half-day training module specifically designed for administrators and managers*** that addresses regulation change, the importance of treating tobacco addiction; working with staff who are addicted to tobacco products; creating a tobacco-free campus; integrating tobacco addiction into the treatment regime. As a result of attending this training, managers of licensed OASAS treatment programs (inpatient, outpatient and residential) and managers of OASAS- licensed aftercare and housing programs will be able to:

1. Identify and explain the relevant NYS laws and OASAS policies regarding a tobacco-free work place.
2. Describe health and financial benefits of a tobacco free environment policy.
3. Describe the significance of tobacco dependency services for substance use, treatment and relapse prevention.
4. List and explain three reasons why integrating tobacco dependency treatment into a substance abuse program is a priority.
5. Identify three barriers to achieving an integrated tobacco free environment and three strategies to address these barriers.
6. Describe the components involved in developing a policy for a tobacco-free environment, including implementation and enforcement of policy.
7. Describe five staff concerns in implementing tobacco dependency and nicotine use services and policies, and strategies to address each.

8. Describe five client concerns in implementing tobacco dependency and nicotine use services and policies, and strategies to address each.
9. Describe systems approach to integrating tobacco dependency and nicotine use services throughout all aspects of the program.
10. List three evidence-based interventions that have been used for tobacco dependency and/or nicotine use in substance abuse programs.
11. Develop management strategies for using a multi-team approach, integrating tobacco and nicotine control in treatment, and Continuous Quality Improvement.
12. List the steps a manager needs to take to effectively manage the change process.

***A basic one-day training program for counselors.*** As a result of attending this training program, counselors of licensed OASAS treatment programs will be able to:

1. List at least three reasons it is important to integrate tobacco and nicotine dependency services into substance abuse treatment.
2. Be familiar with the evidence supporting treatment of tobacco use in substance abuse treatment settings.
3. Explain the significance of tobacco use treatment in the treatment of substance use and relapse prevention.
4. Explore personal values and issues related to integrating tobacco use policies and services into substance use treatment services.
5. List three client issues related to implementing tobacco use policies and services.
6. Explain what Cognitive Behavioral Therapy (CBT) is and give examples of how to use it.
7. Describe and practice three strategies to address client concerns related to implementing tobacco use policies and services.
8. Demonstrate how to integrate tobacco use counseling into treatment counseling.
9. List five evidence-based interventions for tobacco control that have been used in treatment facilities.
10. Practice discussing tobacco and nicotine use through role plays.
11. List three benefits of using a multidisciplinary team approach to treatment planning and case review.
12. Discuss how to document tobacco use interventions.
13. List five strategies to overcome barriers to treating tobacco addiction in substance abuse treatment programs and how to address these barriers and effectively facilitate change.
14. Learn their role in successfully integrating tobacco treatment into substance abuse treatment services.
15. Understand how behavior-change theory can be used to counsel clients with tobacco dependence and defining appropriate treatment strategies for each stage. Theory and practice will focus on proven treatment interventions, but may introduce emerging interventions.
16. Understand types of pharmacotherapy to treat tobacco dependence, guidelines for their use, and protocols for managing distribution.
17. List appropriate protocols for intake, assessment, and treatment planning, including introducing forms that can be used in each treatment setting.

18. Learn strategies for working with family members.
19. Learn strategies for relapse prevention.

This one-day counselor training program will be developed first for classroom-based training and then later (by the DMOA) for electronic-based learning such as interactive on-line courses, CD-ROM based training, and self teaching modules.

***A half-day training for counselors working with clients with a dual diagnosis of substance abuse and mental illness, addressing such issues as:***

1. Prevalence of tobacco use in this population.
2. Barriers to treating tobacco addiction in this population and strategies to effectively address barriers and facilitate change.
3. Neurobiology and the consequence of tobacco use.
4. Counseling theory and practice, including both proven and emerging strategies with appropriate applications for this population.
5. Pharmacological treatments appropriate for this population and guidelines for their use.
6. Examining living environments and their implications for recovery.
7. Reasons it is important to integrate tobacco-dependency services into substance abuse treatment.
8. Two alternative ways to get pharmacotherapies for patients who are not Medicaid eligible.
9. Current DHHS policies for pharmacotherapies and how it applies to substance abuse treatment.
10. The importance of staff to maintain tobacco-dependency and tobacco use policies.
11. The role of the medical team in multidisciplinary case conferencing and continuous quality improvement (CQI).
12. The integration of tobacco and nicotine control strategies into documentation.

All curricula developed under this solicitation should be based on adult learning principles and include the following.

- Measurable goals and objectives
- A fully developed training manual including content and trainers notes
- A fully developed participant manual
- Relevant handouts including PowerPoint slides
- Evaluation tools

**DMOA Administrative Specifications**

1. The DMOA is responsible for working with existing identified experts and identifying other experts to lead the development of comprehensive training programs to be delivered under this contract and should demonstrate competency at this task within their response. Experts may include paid and unpaid staff and consultants.

2. The DMOA is responsible for developing training curricula in a variety of formats (classroom-based and technology-based as outlined above). All relevant supportive materials (handouts, PowerPoint slides, resources, tool kits, etc.) will be used in the delivery of training to substance abuse treatment providers throughout NYS. In consultation with the DOH, the contractor will be responsible for securing appropriate credentialing for the training curricula; this may include OASAS, CME, CMUs, etc. The awarded applicant will work with the DOH to determine which trainings should be put forth for credentialing.
3. The DMOA is responsible for and should be capable of, procuring, establishing, managing and funding a network of RTATCs or consultants to provide TA, training and guidance to staff of substance abuse treatment facilities throughout NYS. Training centers or consultants will offer the training curricula that will be developed by the DMOA. The DMOA will identify mechanisms for ensuring that training centers and consultants are current on curricula and provide ongoing support and TA. At a minimum, the DMOA will conduct TOTs for RTATCs and consultants. Other activities may include conducting TA sessions, monitoring of trainings, evaluation, etc.
4. The DMOA will maintain one (1) full-time program manager at a management and salary level sufficient to attract a highly competent manager experienced in overseeing a large and complex statewide professional training program. This manager should, at a minimum, have a Master's level degree, at least eight years' experience in the management of a large training initiative, expertise in the design of formal curricula, development, implementation and evaluation of training to the adult workforce and working with licensed OASAS-licensed providers in NYS. The DMOA will maintain at least one (1) part-time instructional technologies manager at a management and salary level sufficient to attract a highly competent manager with at least five years' experience overseeing a technical training project and the development of CD-ROMs, web-based trainings and web sites. The DMOA will propose a staffing pattern that supports a geographic organizational structure with high participant involvement and use of state and national paid expert consultants. Subcontracts, in addition to RTATC subcontracts, approved by the NYSDOH Bureau of Tobacco Use Prevention and Control, will be utilized when appropriate to enhance services.
5. The RTATCs will maintain one (1) full time program manager at a management and salary level sufficient to attract a highly competent manager. This manager should, at a minimum, have a Master's level degree and at least five years' experience in the management of a professional training project, curriculum design, development, implementation and evaluation, training to the adult workforce, working in or with OASAS-licensed providers in NYS. Staff trainers may be supplemented with skilled trainers that are hired on a daily, hourly, or flat rate. At a minimum, staff trainers should hold a Bachelor's level degree, have experience conducting professional level training programs, and demonstrate familiarity with the OASAS-licensed workforce in NYS.

6. Poorly understood cultural barriers can have an adverse effect on program outcomes. Therefore, the training contractor should demonstrate a commitment to cultural competency. Cultural competency will be broadly interpreted to mean ethnicity, race, language, gender, age, sexual orientation, gender orientation, physically challenged workforce members, socioeconomic status, geographical diversity, as well as professional and organizational cultures such as political, medical, academic, business, and human services cultures.
7. The DMOA will work with the Bureau of Tobacco Use Prevention and Control to establish a process for the review of all DMOA-produced materials as draft materials are under development. At a minimum, all written training curricula and supportive materials will be submitted to DOH staff six weeks prior to a training for review and approval. In addition, all final draft training products will undergo a walk through session that will consist of members of the target audience, Bureau staff, OASAS staff and other stakeholders. All products produced as a result of this RFA are the sole property of the New York State Department of Health; an electronic version of the content of all final materials developed will be delivered to the Bureau of Tobacco Use Prevention and Control in an electronic format of the Department's choosing.
8. The DMOA will have full planning, management, and fiscal responsibility, including responsibility for all logistics and training offered by RTATCs, marketing, information dissemination, registration, site arrangements, and food service. As noted above, RTATCs that have the infrastructure to manage their own registration, reserve training space and provide food and other training-related logistics should do so and will be given preference for selection by the DMOA. However, the DMOA should be prepared to handle these logistical duties for RTATCs that may be funded but lack the infrastructure to handle these logistics. The DMOA is ultimately responsible for the successful delivery of these and all services by the RTATC.
9. The DMOA may be requested to assist with other events such as conferences, symposia, and meetings. The role of the contractor at such events may include overall meeting management, agenda development, registration, structure and content of workshops and preparing and coaching presenters who may be content experts, but inexperienced presenters.
10. The funded agency will actively collaborate with local substance abuse treatment partners, tobacco and substance abuse coalitions and other locally funded partners in achieving the goals of this initiative.
11. Funded DMOA agency staff and RTATC subcontractors will meet on a regular basis to insure the integrity and continuity of the project. DOH staff may attend these meetings. DMOA agency staff may also be requested to attend Tobacco Control trainings.

## DMOA Project Deliverables

#1. Completion, within the first quarter, of a training plan that covers a timeline and development process for:

- the development of the above described three training curricula, conducting a walk-through session and pilot training session of each of the three trainings, and a proposed training-of-trainers (TOT) schedule (one TOT for each of the three trainings) for RTATC;
- the development of interactive, adult-learning-based online training programs and supportive packages based on the one-day counselor training program and two to three CD-ROMs, or videos to support in-service training and distance learning;
- the development and dissemination of companion training tools for use by participants after they attend training; these tools would provide an opportunity for continued self study and may include online courses, web portal, CD-ROMs, self study guides;
- the planning, facilitation and implementation of quarterly face-to-face meetings of relevant staff/managers of the RTATC;
- the implementation of a plan for evaluating the efficacy of the training programs offered.

#2. Development and implementation of a continuous quality improvement and monitoring system for the proposed program.

#3. Procurement of RTATCs. During the first quarter, the DMOA will provide a progress report for second-quarter implementation of the procurement of RTATC. There will be one RTATC for each of the 11 OASAS catchment areas. Each RTATC should have demonstrated ability to provide professional training and structured TA on tobacco dependency treatment in substance abuse settings (adhering to staffing requirements outlined earlier in this document), ability to work with health care providers, and familiarity with OASAS-licensed providers. RTATC applicants may include, but are not limited to, OASAS licensed facilities, substance abuse treatment facilities, New York State Bureau of Tobacco Use Prevention and Control funded cessation centers and other funded contractors, professional training organizations and universities. The procurement process of the RTATC should include a written application process in which, at a minimum, the following questions should be answered and a documented evaluation process will be conducted by management.

- 1) Identify which of the 11 OASAS-licensed catchment areas the RTATC applicant proposes to serve.
- 2) RTATC applications should include the estimated number of training days, participants to be trained and a timeline for completion of training.

- 3) Applicants should demonstrate their organizational capacity to provide the services listed in the RFA including a brief history of the organization and their experience in working with health care providers including substance abuse treatment providers.
- 4) Describe both the supports and the barriers to implementing this program in the catchment area, how the applicant will successfully engage and utilize supports such as the substance abuse coalitions and how the applicant proposes to overcome barriers.
- 5) Describe the location of the space that will house the proposed RTATC and the supports that the applying agency will provide to the project including training space (please note those that will be provided that are included in the budget and those that are in-kind supports).
- 6) Describe the proposed staffing pattern per the guidance outlined in this solicitation. Provide job descriptions that describe the qualifications of staff and their responsibilities that are consistent with the requirements in this RFA. Describe how the proposed RTATC will recruit, supervise and train staff.
- 7) Describe the start-up period of the proposed program (first three (3) months).
- 8) Provide a one-year work plan (post start-up) that is as realistic as possible. RTATC applicants should identify the agencies to provide technical assistance within the first year (supported by letters of agreement with these agencies). Noting readiness, describe the scope of work that the applicant proposes to undertake.
- 9) Describe a method for evaluating the success of the proposed RTATC program.

### **Regional Technical Assistance and Training Centers (RTATC)**

RTATCs will be positioned geographically to offer technical assistance and training to substance abuse treatment providers on the implementation of the Office of Alcohol and Substance Abuse Services' policies, regulations, and clinical/program interventions and services related to tobacco control and the treatment of tobacco dependency. Information regarding these regulations may be found at [www.oasas.state.ny.us](http://www.oasas.state.ny.us).

There are approximately 462 substance abuse umbrella agencies and 1,100 substance abuse programs in NYS. It is estimated that there are approximately 10,000 credentialed counselors working in the substance abuse treatment system in New York State. RTATC will be assigned to NYS treatment programs based on the 11 existing OASAS regions and will be funded according to the scope of work. **Applicants proposing to subcontract with RTATCs should include proposed funding amounts for the subcontracts.**

The regions and the approximate number of treatment facilities (which may include methadone, crisis centers, out or inpatient/residential) are as follows: Bronx (110); Brooklyn (70); Lower Manhattan (113); Upper Manhattan (126); Queens/Staten Island (72); Nassau./Suffolk (141); Western Region (89); Finger Lakes (93); Central Region (79); Northeastern region (98); Mid-Hudson Valley (137).

Regional Technical Assistance and Training Centers will be responsible for:

- hiring and supervising staff and consultants to deliver training and technical assistance to substance abuse treatment programs within their catchment areas; at a minimum, training staff and consultants should have a Bachelor's level degree and experience conducting professional-level trainings for professionals from the substance abuse treatment system;
- utilizing standard curricula to be provided by the DMOA, train substance abuse administrators, managers, and counselors in their area through a series of in-person trainings and other learning models such as CD-ROM, online, self study, mentoring;
- coordinating training logistics with the DMOA; for example: maintaining a local-level mailing database, tracking participant demographics, accepting registration for training via phone, fax, e-mail or web and sending out letters of confirmation, printing of training materials, securing training sites, providing food;
- distributing educational resources and materials;
- providing on-site technical assistance to providers developing tobacco-free facilities and integrating tobacco dependency treatment within their treatment regimens;
- participating in the evaluation of this statewide effort.

### **RTATC Project Deliverables**

1. Provide high quality technical assistance and professional training to the substance abuse treatment system professionals. Quality of training will be determined, in part, by training satisfaction surveys and monitoring reports.
2. Monitor program, staff, and consultant's performance as evidenced by participation and performance in required training and meetings, formal training monitoring and evaluations, staff turnover, training/consumer satisfaction surveys, etc.
3. Completion of yearly work plan and a regularly (monthly) updated schedule for technical assistance and training that is acceptable to the NYS Bureau of Tobacco Use Prevention and Control and the DMOA.

4. Adequate number of participating substance abuse treatment programs in the catchment area. Based on the scope of work and the region, an annual training attendance target number will be negotiated with each RTATC.
5. Adequate management of data collection systems required by NYS Bureau of Tobacco Use Prevention and Control and the DMOA.

#### **IV. ADMINISTRATIVE REQUIREMENTS**

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

This RFA is issued by the NYS Department of Health, Bureau of Tobacco Use Prevention and Control. The department is responsible for the requirements specified herein and for the evaluation of all applications.

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

All substantive questions should be submitted in writing to:

Rachel Iverson, Deputy Director  
Bureau of Tobacco Use Prevention and Control  
ESP Corning Tower, Rm. 710  
Albany, New York 12237-0676  
tcp@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 the date posted on the cover of this RFA.

Questions of a technical nature can be addressed in writing or via e-mail to:

Patricia Bubniak, Program Administration  
Bureau of Tobacco Use Prevention and Control  
ESP Corning Tower, Rm. 710  
Albany, New York 12237-0676  
tcp@health.state.ny.us

**Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

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

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

Submission of a letter of interest is encouraged, although not a requirement for submitting an application. Letters of interest are due by the date posted on the cover sheet of this RFA. Failure to submit a letter of interest will not preclude the submission of an application. If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a letter of interest (see attachment 2). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing updated information.

**C. Applicant Conference**

An Applicant Conference will not be held for this project.

**D. How to file an application**

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

Patricia Bubniak, Program Administration  
Bureau of Tobacco Use Prevention and Control  
ESP Corning Tower, Rm. 710  
Albany, New York 12237-0676

Applicants shall submit 1 original, signed application and 6 copies. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications WILL NOT be accepted via fax or e-mail.

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

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

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.

3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

**F. Term of Contract**

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

It is expected that contracts resulting from this RFA will be effective on or about January 1, 2008 for a period of two years. The State may extend the term of this contract for an additional two-year period contingent upon the availability of funds and the State's determination that the contractor's work is satisfactory.

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

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

Lynn Heffernan  
NYS Department of Health  
Division of Chronic Disease Prevention and Adult Health  
ESP Corning Tower, Rm. 515  
Albany, New York 12237-0675

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

Payment terms will be: Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Work Plan.

3. The grant contractor will be required to submit the following periodic reports: Written quarterly reports of progress at meeting the required project deliverables, including a description of the current staff patterns (including consultants), noting unfilled positions, qualifications of new staff and consultants hired in that period, resignations/termination of staff and consultants within the period, and the process used to ensure that new staff/consultants are current on the program and relevant trainings, coordination between fiscal and program staff, coordination between fiscal and program components of the program, and other reporting requirements to be defined.

The contractor will also be required to participate in periodic conference calls and/or meetings as necessary.

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

## **H. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors.

Attachment 8 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 Bards (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:

- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Evidence of NYS Department of State Registration
- Proof of NYS Charities Registration (if applicable)

- Copy of Certificate of Article of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents, as applicable.

## **I. General Specifications**

1. By signing the "Application Cover Page" 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 should be clearly noted in a cover letter to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
  - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
  - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for 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

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 <if applicable>
APPENDIX B -	Budget
APPENDIX C -	Payment and Reporting Schedule
APPENDIX D -	Workplan
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

**Applicants for the Development, Management and Oversight Agency should respond to the following information and be organized as specified below.**

#### **Section I Agency Description and Experience 10 pages**

- Describe your organization's overall mission, historical development and agency philosophy.
- Describe how your agency is uniquely qualified to provide the range of services outlined in this solicitation.
- Describe your organization's experience related to substance abuse and the substance abuse treatment system.

- Describe your organization's experience in tobacco control.
- Describe your organization's experience operating large, complex statewide training programs or other adult learning programs. If the applicant is an experienced training organization, but lacks training experience specifically in tobacco control and/or substance abuse, explain how you will develop or purchase expertise in these disciplines.
- Describe your agency's capacity to develop formal curricula, provide and evaluate professional training, develop distance learning tools and learning programs using interactive websites/portals and CD-ROMS. Applicants should include with their submission sample copies of curricula, CD-ROMS, videos, examples of web-based training, consumer/provider materials, TA documents/policies and any other training products that are relevant to this solicitation. These may be included in an appendix and do not count toward the total number of pages.
- Describe your organization's project management, oversight capacity and experience, including management and procurement of subcontractors and development of management and quality improvement protocols and systems and management of classroom and technology driven training.
- Describe how you will evaluate applications for Regional Technical Assistance and Training Centers. Submit an evaluation tool for judging the quality of the submission and describe the management process that will be used to choose the final candidates to be recommended to the NYS Bureau of Tobacco Use Prevention and Control. This tool may go in an appendix and does not count toward the total number of pages.
- Attach a table of organization that shows how this contract will fit into your organization's management structure and describe the roles of key staff. The table of organization may go in an appendix and does not count toward the total number of pages.

## **Section II Program Design**

**8 pages**

- Describe a timeline for the start-up period of your proposed program for the first three (3) months.
- Provide a two-year work plan that includes activity, timeline, and outcome for the DMOA project deliverables:
  - the development of the above described three training curricula, conducting a walk-through session and pilot training session of each of the three trainings, and a proposed training-of-trainers (TOT) schedule (one TOT for each of the three trainings) for RTATC;
  - the development of interactive, adult-learning-based online training programs and supportive packages based on the one-day counselor

training program and two to three CD-ROMs, or DVDs to support in-service training and distance learning;

- the development and dissemination of companion training tools for use by participants after they attend training; these tools would provide an opportunity for continued self study and may include online courses, web portal, CD-ROMs, self study guides;
  - the planning, facilitation and implementation of quarterly meetings of relevant staff/managers of the RTATC;
  - the implementation of a plan for evaluating the efficacy of the training programs offered.
  - development and implementation of a continuous quality improvement and monitoring system for the proposed program
  - procurement of RTATCs.
- The timeline and work plan may be summarized in a grid format and included in an appendix that does not count toward the total number of pages.

### **Section III Training Delivery and Logistics 3 pages**

- Describe how the DMOA will provide oversight and guidance to RTATCs regarding training delivery and logistics.
- Describe your organization's experience managing training logistics, including a registration process. Specify the experience your organization has in managing trainings, meetings, and conferences. Describe how your organization will ensure handicapped accessible training at all sites throughout New York State. Describe your access to sites available at no cost or reduced cost to a public sector program.
- Describe the support that will be provided by DMOA and RTATCs before, during, and following each training program (i.e. post-training TA, mentoring, self-study guides, etc.).
- Describe the location of the space that will house this program and the administrative supports that your agency will provide to the project (note those that will be provided that are included in the budget and in-kind supports).

### **Section IV Staffing Pattern and Qualifications 6 pages**

- Describe the staffing pattern your organization would put in place to implement all activities being required for funding. Briefly describe the following:
  - Responsibilities of each staff person or consultant(s);
  - Strengths of existing staff in terms of:
    - 1) Years active in the field of tobacco control and/or substance use services
    - 2) Years active providing or overseeing professional training
    - 3) Expertise in formal/professional curriculum development and evaluation

- 4) Relevant work/professional experience and educational background
  - 5) Relevant work/professional experience in the development, oversight and evaluation of technology-based training
  - 6) Program administration, management skills, fiscal processing and related experience
  - 7) Extent to which the training staff reflects the diversity of the providers being trained and the target communities receiving direct services in the proposed region
  - 8) Activities the applicant would take to recruit new staff
  - 9) Activities the applicant would take to ensure availability of qualified staff
  - 10) Activities the applicant would take to ensure access to a pool of qualified consultants
  - 11) Activities the applicant would take to assure that training staff remains abreast of new developments in the field of tobacco control
- Applicants should attach the following in an appendix: all staff and consultant resumes, an organization and program level chart and job responsibilities for each staff person.

## **Section V Evaluation 3 Pages**

1. Describe your method for evaluating the success of this project.
2. The NYS Bureau of Tobacco Use Prevention and Control expects the applicant to conduct formal quality improvement projects to evaluate the proposed program design including issues pertaining to agency infrastructure, resources, staff development and staffing patterns needed to support the proposed program. Evaluation plans may be built on a model of continuous quality improvement and reflect the spirit of a PDSA model (plan, do, study, act) or another effective evaluation and CQI model. Describe activities your organization would take to:
  - 1) Establish training indicators that address program and fiscal management, marketing, training logistics and the overall roles and responsibilities of trainers and consultants, including training skills such as: presentation skills, group professing, interpersonal skills, community and cultural sensitivity.
  - 2) Establish a continuous quality improvement plan to assist your agency with on-going quality improvement activities in order to: deliver an effective and quality training, provide an opportunity for staff to evaluate/assess delivery trainings, review infrastructure, resources, staff development opportunities and staffing pattern need to support the training initiative.

## **Section VI Budget and Justification (not counted in page total)**

The required budget forms and directions for completion are included as Attachments 6 and 7. Applicants should submit a 24-month budget. All costs should be related to the provision of services as described in this RFA as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted

in narrative form. For all existing staff, the Budget Justification should delineate how the percentage of time devoted to this initiative has been determined. THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.

Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items.

Administrative costs will be limited to a maximum of 10% of total direct costs.

Applicants should review established New York State travel and lodging rates when calculating travel and lodging costs. Reimbursement for travel and lodging will not exceed the stated standardized agency rate and in no case will exceed approved NYS rates (available at [www.osc.state.ny.us/agencies/travel/reimbrate.htm](http://www.osc.state.ny.us/agencies/travel/reimbrate.htm)).

## B. Application Format

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

Applications should not exceed **30, single** -spaced typed pages (not including the cover page, budget and attachments), using a 12-point font. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Section I	Agency Description and Experience	10 pages	30 points
Section II	Program Design	8 pages	10 points
Section III	Training Delivery and Logistics	3 pages	5 points
Section IV	Staffing Pattern and Qualifications	6 pages	25 points
Section V	Evaluation	3 pages	10 points
Section VI	Budget and Justification	Forms supplied	20 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 Bureau of Tobacco Use Prevention and Control. Applications will be reviewed and evaluated against the criteria set forth in the RFA and scored as outlined above. The highest scoring applicant will receive the requested grant award not to exceed \$2.5 million based on availability of funds. At the completion of the review process a recommendation for funding will be made for DOH approval.

In selecting applications and determining award amounts, reviewers will consider the following factors:

- Clarity of applications;
- Responsiveness to the Request for Applications;
- Agency capability;
- The applicant agency's ability to offer professional trainings;
- The applicant's ability to develop formal curricula and technology drive training;
- The comprehensiveness of the program design;
- The scope of the program;
- The quality of the evaluation strategy;
- The amount requested; and,
- Justification for costs included in the budget.

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

A visit to an applicant's site may be necessary in cases where the agency and its facilities are not familiar to the Tobacco Control Program (TCP). The purpose of such a visit would be to verify that the agency has appropriate facilities to carry out the work plan described in the application. In cases in which two or more applicants are judged on the basis of their written applications to be equal in quality, such applicants may be invited to meet with TCP staff. The meeting will be for the purpose of helping to distinguish between or among applicants based on responses to structured questions.

Following the award of grants from this RFA, applicants may request a written debriefing from the NYS DOH Bureau of Tobacco Use Prevention and Control no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

## **VI. Attachments**

*Attachment 1: Standard Grant Contract with Appendices*

*Attachment 2: Letter of Interest Format*

*Attachment 3: Checklist for Application Submission*

*Attachment 4: Application Cover Page*

*Attachment 5: Training Cost Work Sheet*

*Attachment 6: Budget Instructions*

*Attachment 7: Budget Forms*

*Attachment 8: Vendor Responsibility Questionnaire*

# ATTACHMENTS

**Attachment 1**  
**Standard Grant Contract with Appendices**

PDF Document

# 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**

**Training OASAS-Licensed Substance Abuse Providers  
on Tobacco Prevention and Control  
RFA # 0704301001**

Sample Letter of Interest

Patricia A. Bubniak  
Bureau of Tobacco Use Prevention and Control  
NYS Department of Health  
ESP Corning Tower Room 710  
Albany, NY 12237

Re: RFA Training OASAS-Licensed Substance Abuse Providers on Tobacco Use Prevention and Control RFA # \_\_\_\_\_

Dear Ms. Bubniak:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request that our organization be placed on the mailing list for any updates, written responses to questions, or amendments to the RFA.

We understand that in order to automatically receive any RFA updates and/or modifications as well as answers to submitted questions, the Department of Health requires that this letter be received by the NYSDOH Bureau of Tobacco Use Prevention and Control by the date stated in the RFA.

Sincerely,

### Attachment 3

**Training OASAS-Licensed Substance Abuse Providers  
on Tobacco Prevention and Control  
RFA # 0704301001  
Checklist for Application Submission**

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

- Signed original, plus six (6) additional copies of the application (including appendices) are enclosed.
- Application is clearly labeled with name and number of RFA.
- Application Cover Page is completed and attached to each copy.
- Time line and work plan are included as an appendix.
- Staff and consultant resumes, organization and program level chart and job responsibilities for each person as included as an appendix.
- Copies of curricula, CD-Roms, videos, examples (or links) to web-based training, consumer/provider materials, technical assistance documents/policies are included in an appendix.
- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Evidence of NYS Department of State Registration.
- Proof of NYS Charities Registration (if applicable).
- Copy of Certificate of Article of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents, as applicable.
- Vendor Responsibility Questionnaire.

**ATTACHMENT 4**

**Training OASAS-Licensed Substance Abuse Providers  
on Tobacco Prevention and Control  
RFA # 0704301001**

COVER PAGE

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Name of Applicant (*Legal name as it would appear on a contract*)

---

Mailing Address (*Street address, P.O. Box, City, State, ZIP Code*)

Federal Employee Identification Number:

**Person authorized to act as the contact for this firm in matters regarding this application:**

Printed Name (*First, Last*):

Title:

Telephone number:

Fax number:

( )

( )

E-mail:

**Person authorized to obligate this firm in matters regarding this application or the resulting contract:**

Printed Name (*First, Last*):

Title:

Telephone number:

Fax number:

( )

( )

E-mail:

**(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this application on behalf of the Board:**

Printed Name (*First, Last*):

Title:

**Signature of Applicant or Authorized Representative**

Date:

## Attachment 5

### Training Cost Work Sheet\* Integrating Tobacco Use Interventions into New York State Chemical Dependency Services

Activity	Estimated Cost of Activity
Train approximately 10,000 OASAS staff (at 11 regional locations; approximately 25 participants per class)	
Develop and maintain server for one on-line training course given three times.	
Other costs (overhead, miscellaneous)	
Staffing: Computer Technology staff Administrative staff for oversight and support Trainers	
Curriculum development	
Travel for trainers	
Food at trainings	
Office supplies	
Equipment (computers, LCDs, etc.)	
Consultant fees	

\* This work sheet is intended to be used to assist you in developing your budget. It is not comprehensive and may not include every aspect of a complete budget. Please refer to the Administrative Specifications on page 15 of the RFA and the project deliverables on page 12 of the RFA.

**This work sheet should NOT be included in your application.**

## Attachment 6

### Budget Instructions Specific to Training OASAS-Licensed Substance Abuse Providers on Tobacco Prevention and Control

**Please review these directions carefully.**

Applicants should review established New York State travel and lodging rates when calculating travel and lodging costs. Reimbursement for travel and lodging will not exceed the standardized agency rate and in no case may exceed the approved NYS rate. Travel reimbursement policies may be found at:  
[www.osc.state.ny.us/agencies/travel/reimbrate.htm](http://www.osc.state.ny.us/agencies/travel/reimbrate.htm)

Complete a Summary Budget Form and a Budget Narrative/Justification Form to support the following deliverables

- completion of the development of the three, one-day training curricula, conducting a walk-through session and pilot training session of each of the three trainings, and a training-of-trainers course for each of the three trainings to RTATC;
- the development of interactive, adult-learning-based online training programs and supportive packages based on the one-day counselor training program and two to three CD-ROMs, or videos to support in-service training and distance learning;
- the development and dissemination of companion training tools for use by participants after they attend training; these tools would provide an opportunity for continued self study and may include online courses, web portal, CD-ROMs, self study guides;
- the planning, facilitation and implementation of quarterly meetings of relevant staff/managers of the RTATC, to be held in Albany;
- the implementation of a plan for evaluating the efficacy of the training programs offered;
- procurement and oversight of RTATCs.

Include all costs associated with all levels of staffing, promoting, providing classroom space and registration activities as appropriate.

**A separate set of budget forms should be completed for both  
Year 1 and Year 2 of the contract term.**

## **General Instructions for Completing Operating Budget and Funding Request**

### **General Information**

All expenses for your project should be in line item detail on the forms provided. NYS funded indirect costs may not exceed five percent (10%) of your STATE grant and should be fully itemized (i.e. space, utilities, etc.) and justified.

### **BUDGET NARRATIVE/JUSTIFICATION FORMS**

- Form 1: Personnel Services**  
**Form 2: Fringe Benefit Rate**  
**Form 3: Non-personnel Services**

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

#### **FORM 1: PERSONNEL SERVICES**

Include a description for each position and the annual salary or rate per hour if non-salaried or if hourly, percentage of time spent on various duties where appropriate, on this form. Contracted or per diem staff is not to be included in personnel services; these expenses should be shown as a consultant or contractual services under non-personnel services.

#### **FORM 2: FRINGE BENEFIT RATE**

Specify the components (FICA, Health Insurance, Unemployment Insurance, etc.) And their percentages comprising the fringe benefit rate, then total the percentages to show the fringe benefit rate used in budget calculations. If different rates are used for different positions, submit a Form 2 for each rate and specify which positions are subject to which rate.

#### **FORM 3: NON-PERSONNEL SERVICES**

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

##### **Supplies and Materials**

Provide a delineation of the items of expense and estimated cost of each along with justification of their need.

##### **Travel**

Provide a delineation of the items of expense and estimated cost (i.e. travel costs associated with conferences, including transportation, meals, lodging, and registration fees) and estimated cost along with a justification of need. Costs should be based upon the agency's applicable travel reimbursement policy.

## Consultants/Per Diem/Contractual Services

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

## Equipment

Delineate each piece of equipment and estimated cost along with a justification of need. Equipment costing less than \$500 should be included in the Supplies and Materials category. Anticipated equipment purchases \$500 and greater should be included in the equipment line.

## **BUDGET**

### **TABLE A: SUMMARY BUDGET**

This table should be completed last and will include the total lines only from Table A-1 (Personnel Services) and Table A-2 (Non-personnel Services) and the Grand Total. As a check, grand total NYS should match your state grant award and grand total third party should match the total revenue estimate from Table C. Total expense = NYS+ 3<sup>rd</sup> party + other source. Other Source may be in-kind, other grants, etc.

### **TABLE A-1: PERSONNEL SERVICES**

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

Title: The title given should reflect either a position within your organization or on this project. More than one individual in a particular title may be listed together [e.g. Nurse Practitioner (2)].

Annual Salary: Regardless of the amount of time spent on this project, the total annual salary for each position should be given.

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

# of Months: Show the number of months out of 12 worked for each title. [If an employee works 10 months out of 12, then  $10\text{ months}/12\text{ months} = .833$ . This ratio is part of the total expense calculation below.]

Total Expense: Total expense can be calculated using the following method:  
(Total Annual Salary) X (%FTE) X (# of months worked/12) = Total Expense.

Fringe Benefit Line: The total fringe amount should be shown: (sum of annual salaries total expense) X (fringe rate from Form 2 or the average fringe benefit rate if more than one rate is applicable).

**TOTAL EXPENSE for salaries and fringe benefits should then be distributed between (1) NYS, (2) third party, (3) other source as deemed appropriate. You may use any combination of these three categories for each line item, as long as the total expense = NYS + third party + other source. This is also applicable to Table A-2 discussed below.**

**TABLE A-2: NONPERSONNEL SERVICES**

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

**Attachment 7  
Application Budget Format**

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM 1  
PERSONNEL SERVICES

APPLICANT: \_\_\_\_\_

PERSONNEL SERVICES

<b>TITLE</b>	<b>INCUMBENT</b>	<b>DESCRIPTION</b>

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM 2  
FRINGE BENEFITS

APPLICANT: \_\_\_\_\_

FRINGE BENEFITS

COMPONENT	RATE
<b>TOTAL FRINGE BENEFIT RATE</b>	

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM 3  
NON-PERSONNEL SERVICES

APPLICANT: \_\_\_\_\_

NON-PERSONNEL SERVICES

ITEM	COST	DESCRIPTION

OPERATING BUDGET & FUNDING REQUEST

TABLE A

Grant Period:

APPLICANT: \_\_\_\_\_

	Total Expenses This Contract	Amount Requested From NYS	Other Source	Specify Other Source
Personnel Service				
Subtotal Non- Personnel Service				
Grand Total				



**OPERATING BUDGET & FUNDING REQUEST**

TABLE A-2

**Grant Period:**

**APPLICANT:** \_\_\_\_\_

<b>Non-Personnel Service</b>	Total Expenses <b>This Contract</b>	<b>Amount Requested From NYS</b>	Other Source	Specify Other Source
<b>GRAND TOTAL</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>			
<b>a) <input type="checkbox"/> Business Corporation</b>	<b>Date of Incorporation</b>	<b>State of Incorporation*</b>	
<b>b) <input type="checkbox"/> Sole Proprietor</b>	<b>Date Established</b>		
<b>c) <input type="checkbox"/> General Partnership</b>	<b>Date Established</b>		
<b>d) <input type="checkbox"/> Not-for-Profit Corporation</b>	<b>Date of Incorporation</b>	<b>State of Incorporation*</b> <b>Charities Registration Number</b>	
<b>e) <input type="checkbox"/> Limited Liability Company (LLC)</b>	<b>Date Established</b>		
<b>f) <input type="checkbox"/> Limited Liability Partnership</b>	<b>Date Established</b>		
<b>g) <input type="checkbox"/> Other – Specify:</b>	<b>Date Established</b>	<b>Jurisdiction Filed (if applicable)</b>	
<small>* If not incorporated in New York State, please provide a copy of authorization to do business in New York.</small>			
<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>			
<b>a) NAME (print)</b>	<b>TITLE</b>	<b>b) NAME (print)</b>	<b>TITLE</b>
<b>c) NAME (print)</b>	<b>TITLE</b>	<b>d) NAME (print)</b>	<b>TITLE</b>

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

FEIN #

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

**18.** Is the vendor certified in New York State as a (check please):  Yes  
 Minority Business Enterprise (MBE)  No  
 Women's Business Enterprise (WBE)  
 Disadvantaged Business Enterprise (DBE)?  
Please provide a copy of any of the above certifications that apply.

**19.** Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above?  Yes  
 No  
**List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.**

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

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

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

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

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

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

FEIN #

<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 style="margin-left: 20px;">2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p style="margin-left: 20px;">3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p style="margin-left: 20px;">4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p style="margin-left: 20px;">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 style="margin-left: 20px;">6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p style="margin-left: 20px;">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 style="margin-left: 20px;">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 style="margin-left: 20px;">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>	<p><input type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>
<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>	<p><input type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>
<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 style="margin-left: 20px;">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 style="margin-left: 20px;">2. state or federal environmental laws;</p> <p style="margin-left: 20px;">3. unemployment insurance or workers’ compensation coverage or claim requirements;</p> <p style="margin-left: 20px;">4. Employee Retirement Income Security Act (ERISA);</p> <p style="margin-left: 20px;">5. federal, state or local human rights laws;</p> <p style="margin-left: 20px;">6. civil rights laws;</p> <p style="margin-left: 20px;">7. federal or state security laws;</p>	<p><input type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>

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	<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? <b>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.</b></p>	
22.	<p>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? <b>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."</b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
23.	<p>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? <b>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.</b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
24.	<p>Is the vendor exempt from income taxes under the Internal Revenue Code? <b>Indicate the reason for the exemption and provide a copy of any supporting information.</b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
25.	<p>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? <b>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.</b></p> <p>b) file returns or pay New York State unemployment insurance? <b>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
26.	<p>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? <b>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</b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

date closed.

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<p>27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <b>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.</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <b>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>29. In the past five (5) years, has the vendor or any affiliates<sup>1</sup>:</p> <ul style="list-style-type: none"><li>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li><li>b) received an overall unsatisfactory performance assessment from any government agency on any contract; or</li><li>c) 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> <p><b>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.</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<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.

