

# **RFA Number 0710030135**

**New York State Department of Health  
Center for Community Health  
Division of Family Health  
Bureau of Women's Health  
Perinatal Health Unit**

## **Request for Applications**

***Welcome Baby!*  
Universal Prenatal and Postpartum Home Visiting**

### *KEY DATES*

**RFA Release Date: November 21, 2007**

**Questions Due: December 10, 2007**

**Applicant Conference On: December 19, 2007**

**Deadline for Registration: December 10, 2007**

**RFA Updates Posted: December 28, 2007**

**Applications Due: February 8, 2008**

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## I. Introduction

### A. Intent of Request for Applications

The New York State Department of Health (NYSDOH), Bureau of Women's Health (BWH) is issuing this Request for Applications (RFA) to announce the availability of funds to support the *Welcome Baby* program, a population-based community intervention program to promote maternal, child and family health and well-being in New York State.

Substantial evidence exists linking improved birth outcomes to access to prenatal care. A recent study conducted by the University of Minnesota, School of Public Health found that non-white, low income women indicated that psychosocial, structural and socio-demographic factors were major barriers to receiving prenatal care and that comprehensive, coordinated and multidisciplinary outreach and services addressing these barriers were needed to improve prenatal care access for low income women. Significant benefits of postpartum home visiting programs have been demonstrated as well. Outcomes such as greater spacing between pregnancies, fewer doctor's and emergency room visits for childhood injuries and decreased rates of smoking have been documented as a result of engaging new mothers into home visiting services. Recognizing home visiting programs in existence in New York State that are currently serving the target population, this initiative will focus on outreach and identification of pregnant and postpartum women not already engaged in care who could benefit from home visiting and other supports and services.

The overall mission of the *Welcome Baby!* Universal Prenatal and Postpartum Home Visiting Program described in this RFA is to improve the health of mothers, infants and children through identification, contact and home visiting of pregnant and postpartum women and improved access to and utilization of prenatal care and related perinatal and postpartum, health and human services. The main goals of this program will focus on positive pregnancy outcomes, optimal child health, growth and development, and safety of home environments. This will be accomplished through the following main program objectives:

- Pregnant women will enter prenatal care in the first trimester, remain in prenatal care and receive the support they need to have healthy babies, including home visits to assess family needs and provide anticipatory guidance and service referrals.
- New mothers will be contacted and offered home visits to assess family needs; to provide health assessment and services; to provide support, parenting advice and education; and, as needed, referral to community services.
- Families in need will have access to more intensive sustained home visiting services, where available, that have been demonstrated effective in improving child health and development and family functioning.

In order to fully support and ultimately evaluate the progress of this initiative, this RFA has two components:

- **Component A** - Outreach to and identification of pregnant women and postpartum women by public health nurses;
- **Component B** - Curriculum development and training.

In many areas of the state, local health departments have been a mainstay in prenatal and postpartum home visiting. In a recent survey of local health departments, it was determined that the majority provide home visiting services by public health nurses to pregnant and postpartum women and their families to assess newborn health and development; and, ensure that families in need are referred to appropriate health care, social support and educational resources. In

2004, local health departments reported conducting 39,419 home visits to 4,615 pregnant women and 12,293 postpartum families, accounting for 4.8 and 12.7 percent, respectively, of live births that year. The *Welcome Baby!* program will build on the work already performed by local health departments by strengthening the resources available to reach pregnant women not engaged in care and reaching all new mothers; ensuring linkages with comprehensive home visiting programs; providing training and education to ensure quality home visiting; and, promoting data collection and program evaluation to determine the most effective means to engage pregnant and postpartum women into care.

Applicants are required to coordinate with other providers of perinatal services in their program's target area to identify and offer home visiting services to pregnant and postpartum women to address the multiple factors that affect maternal and infant health.

For those local health department applicants that currently provide home visiting services to new mothers, the application should clearly demonstrate expansion of the numbers and types of women served, particularly in the prenatal period. Applications should include a description of home visiting services currently being conducted and numbers of families currently served and a description of the expansion of services and target numbers to be increased.

It is important to note that funding available through this RFA can only be used to support the activities described in this RFA. **Funding can not be used to support additional comprehensive home visiting programs or additional slots in existing comprehensive home visiting programs.** Comprehensive home visiting programs include Nurse Family Partnership Programs, Healthy Families New York programs, Community Health Worker Programs, Healthy Start programs and any other programs that provide home visiting on a long term basis.

Qualified applicants may submit applications for one or both components. **Complete separate applications should be submitted for each component.** All successful applicants will agree to program requirements as contained in this RFA for the component addressed by the applications. For those applicants for Component A - outreach to and identification of pregnant and postpartum women, requirements include participation in required training and educational programs, data collection and evaluation activities. Information gleaned from this project will assist the New York State Department of Health and other state agencies in evaluating and improving future home visiting activities.

## **B. Background**

Although great strides have been made in the area of perinatal health, significant issues still remain. In 2005, the percent of women giving birth in New York State who received early prenatal care (first trimester) was 75.4%, significantly below the Healthy People (HP) 2010 goal of 90%. There has also been little change in low birth weight rates for the past decade. The 2006 low birth weight rate was 8.3% per 100 births, again higher than the HP 2010 goal of 5.0% per 100 births. Preterm births (prior to 37 weeks gestation) have increased from 12.1% per 100 births in 2004 to 12.3% per 100 births in 2005. Although the infant mortality rate has steadily declined, the 2005 rate of 5.8 deaths per 1,000 births was again above the HP 2010 goal of 4.5 deaths per 1,000 births. Data also shows that high risk and minority women have significantly poorer birth outcomes than non-minority women, and the disparities in outcomes are often significant.

In the 2007-2008 Executive Budget, \$2.1 million was allocated "for services and expenses of a universal prenatal and postpartum home visitation program". Universal contact to identify

women who are not receiving prenatal care, as well as women at higher risk for poor outcomes due to other significant risk factors has the potential to significantly improve health outcomes. Other risk factors include first time parenting, teen parenting, women not engaged into prenatal care, pregnant and postpartum women with histories of alcohol use and illicit substance use, women experiencing or with histories of mental illness, depression or abuse and those without social supports. The goal of the *Welcome Baby!* Prenatal and Postpartum Home Visiting Program is to improve the overall health status of mothers, children and families by utilizing home visiting services to assist pregnant and postpartum women to obtain needed medical, dental, and mental health care and related services.

### **C. Program Description**

**Component A** - Agencies applying for this component will implement the following activities of the *Welcome Baby! Program*:

- Outreach to organizations serving women of child-bearing age to identify pregnant women, particularly those not engaged in prenatal care, to identify women who are at risk for poor pregnancy outcomes and provide prenatal home visits. Outreach activities should be to those organizations that serve newly pregnant women or that newly pregnant women would frequent such as School Based Health Centers, family planning programs, community centers, faith-based organizations, and others. Prenatal Care Assistance Programs (PCAPs), WIC sites, pediatrician offices and clinics will also serve as valuable sources of case finding. Outreach is for two purposes:
  - To establish prenatal home visits as a community norm, and increase risk identification and referral for home visiting by Ob/Gyn providers and other providers in organizations serving women of childbearing age; and,
  - To identify newly pregnant women, assess their risk and provide home visits.
- Home visits to pregnant women to screen those women for eligibility for comprehensive home visiting programs, provide basic health education and referrals to needed services, including comprehensive home visiting services.
- All new mothers, regardless of how they are identified, will receive a contact to offer information and services. Agencies should establish protocols regarding the type of contact based on the level of the mother's risk. Mothers may be identified by one or more ways, for example:
  - If the applicant is a local health department, conduct birth certificate reviews to identify all new mothers in order to contact them.
  - Outreach in obstetrical hospitals to conduct hospital-based case finding of all new mothers. Agreements should be established to ensure all new mothers are contacted and provided with information regarding *Welcome Baby!*
- Home visits to postpartum women to screen those women for eligibility for comprehensive home visiting programs, provide basic health education and referrals to needed services, including comprehensive home visiting services.
- Establish relationships with comprehensive home visiting programs in the catchment area, if available, in order to effectively refer those families eligible for these services.
- Follow-up of and outreach to women declining home visiting and other services in order to assess reasons for the declinations, maintain contact if necessary and refer to appropriate supports and services.

Applicants may propose the model of outreach and home visiting to best meet the needs of the target population in the geographic region served. Outreach may be conducted solely by Public Health Nurses or by paraprofessional staff under the direction of a Public Health Nurse or an alternative model may be described. Regardless of the model, during home visits, the public

health nurse will conduct an assessment with the family and screen the family for eligibility for any available comprehensive home visiting programs and make referrals for health care and other services, including prenatal care, reproductive health care services, dental care, mental health services, nutritional and supportive services (including weight control and physical activity), developmental services such as the Early Intervention Program, social services, and, as appropriate, substance abuse (alcohol, tobacco, drugs) and HIV prevention, treatment and rehabilitation services within the community; and provide health education on related topics. The intended outcomes are to assist pregnant and postpartum women and their families to achieve an optimal level of health and functioning, ensuring that women and infants have a medical home and ongoing health care. All applicants will agree to use standard forms as prescribed by the New York State Health Department.

Applications from organizations that can demonstrate established collaborative agreements among local health departments and existing home visiting programs, health providers, hospitals and other programs serving women of childbearing age will be viewed favorably during the application review process.

## **II. Who May Apply**

### **Minimum Eligibility Requirements for Component A:**

- Applications will be accepted from local health departments or collaborations between local health departments, not-for-profit community-based organizations and/or not-for-profit hospitals.
- If home visiting is provided by public health nurses, home visiting services must be provided by agencies that are Certified Home Health Agencies (CHHAs) or Licensed Home Care Service Agencies (LHCSAs) approved to provide services pursuant to Article 36 of the Public Health Law. Therefore, in order to be eligible to receive funds for Component A for home visits provided by public health nurses, the applicant must either be an approved Article 36 provider or subcontract the home visiting services to an approved Article 36 provider.
- Collaborations of multiple local health departments are encouraged.
- Local health departments are the only entities permitted to access birth records under Title 7 of Article 41 of Public Health Law.

### **Minimum Eligibility Requirements for Component B:**

- Applications will be accepted from incorporated, not-for-profit organizations with experience in curricula development and the provision of educational and training programs.

### **Preferred Eligibility Requirements for Component A:**

- Demonstrate experience conducting outreach, education, case management and home visiting for pregnant and postpartum women and their families.
- Demonstrate competence in serving the target populations defined in the application, including linguistic and cultural competence.
- Demonstrate that the proposed project does not duplicate other home visiting programs which operate in the same target area, or supplant existing resources. If there is a Community Health Worker Program (CHWP), Healthy Start, Healthy Families New York (HFNY), Nurse Family Partnership (NFP) or other comprehensive home visiting program serving the same target area and population, the applicant should describe the process for screening and referral to these programs and be specific in terms of how the proposed

program will collaborate with these projects. (see Attachment 7 for information on CHWP, Healthy Start, HFNY and NFP).

- Demonstrate the ability to establish linkages and to work collaboratively with other health and non-health community programs and agencies serving women of child-bearing age (e.g., PCAPs, obstetricians, hospitals, WIC, etc.)

**Preferred Eligibility Requirements for Component B:**

- Demonstrate experience conducting educational needs assessments to determine training needs.
- Demonstrate experience in the provision of training for staff in comprehensive home visiting programs.
- Demonstrate an understanding of the needs of professionals and paraprofessionals providing services to the population targeted by this program.
- Demonstrate experience in curriculum development.

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

**A. Expectations of Project: Component A – Identification of Pregnant and Postpartum Women and Home Visiting Component**

**Target Population, Area/Region**

The target area identified needs to consist of entire county(ies) or borough(s). Targeting specific zip codes or urban areas within a county or borough exclusively is not acceptable. Within these areas, the primary target population is pregnant women and all new mothers (postpartum women). Applicants should describe the demographics of the women to be served as well as challenges and barriers to their care. Applicants should describe a specific plan targeting pregnant and postpartum women including working with providers and other organizations in contact with women of childbearing age to establish case finding and referral. The protocol for establishing contact with pregnant and postpartum women based upon risk should also be developed. The identification of women from diverse groups and cultures and high risk women is paramount to the success of this program. (Refer to Attachment 8 for perinatal data by county.) It is expected that each program's caseload will be comprised of pregnant and postpartum women. Careful attention to planning how, when and where outreach will be conducted and evaluating its effectiveness is important to reaching pregnant women in need of services.

**B. Problems/Issues to be Solved**

**Program Activities**

The emphasis of the *Welcome Baby!* Universal Prenatal and Postpartum Home Visiting Program is on engaging pregnant and postpartum women into home visiting services in order to link these families to health, developmental and social supports and services, including comprehensive home visiting services, to ultimately promote family health and self sufficiency. Applicants applications should focus on seven major program areas as follows.

- Outreach to organizations serving women of child-bearing age to identify pregnant women, particularly those not engaged in prenatal care. Applicants should describe how they will work with organizations in contact with women of childbearing age; not only health providers; and also Prenatal Care Assistance Programs, WIC programs, family planning providers, school based health centers, hospitals, managed care plans, community organizations, physicians and other service providers to identify pregnant women and provide home visiting services.

- Home visits to pregnant women to screen those women for eligibility for comprehensive home visiting programs, provide basic health education and referrals to needed services, including comprehensive home visiting services. Applicants should describe a plan for the provision of home visiting services including methods of contacting women and scheduling visits, procedures to be used for the visits to assess family needs; the provision of basic health education to meet immediate needs; and, processes for screening and referral to comprehensive home visiting programs as well as other health and human services. Clearly describe the process for outreach and identification for all new mothers including identification of women prenatally, particularly those not in contact with the health care system and universal postpartum contact, either in the hospital or at home after discharge. All new mothers, regardless of how they are identified, will receive a contact. Local health departments can propose to conduct outreach to postpartum women through birth certificate reviews or hospital contacts. If the applicant is a local health department, discuss the process to conduct timely birth certificate reviews to identify all new mothers for contact and the procedures for contact, including criteria for decisions regarding the type of contact for postpartum.
- Outreach to obstetrical hospitals to conduct hospital-based case finding of all new mothers. Applicants should describe how they plan to gain access to hospitals to conduct interviews to identify women not contacted prenatally, and how they will ensure contact of women they are unable to visit in the hospital. A letter of support from the hospitals is required, describing the way women will be identified.
- Applicants should describe agreements with health and human service programs, including comprehensive, long-term home visiting programs regarding processes for referral and information sharing.
- Follow-up of women declining comprehensive home visiting services and other services in order to assess reasons for the declination and maintain contact when needed. Describe agreements with the comprehensive home visiting programs that will result in these programs providing information regarding women who have declined services.

For those applicants proposing to use paraprofessionals to conduct outreach and provide home visiting services, clearly describe the role of the public health nurse and the paraprofessional, including respective roles in outreach and the provision of home visiting services, reporting relationships, supervision, training, mentorship and oversight.

All successful applicants are required to ensure professional and paraprofessional staff successfully complete training offered by the New York State Department of Health. The Comprehensive Introductory curriculum will include such topics as interviewing, communication, assessment skills, basic health information, community assessment, child development, Ages and Stages Questionnaire, pregnancy, women's health, nutrition, HIV/AIDS, documentation, goal setting, problem solving, supervision, leadership, and other topics. The curriculum will be based on concepts of adult learning, advocacy, empowerment, health promotion and individual rights in the health and supportive services system. In addition, applicants commit to providing staff with continuing education by accessing other resources and training opportunities.

The programs will work with organizations serving women of childbearing age, including non-health organizations and also managed care organizations, obstetricians, Prenatal Care Assistance Programs, WICs, family planning providers, hospitals and other service providers to establish Memoranda of Understanding to refer women to prenatal and postpartum home visiting services. Contractors will conduct outreach to pregnant and postpartum women using strategies most effective with the population in the geographic region served. Implementing innovative outreach strategies to find pregnant women who are not enrolled in prenatal care and postpartum women is a priority.

## **Program Goals**

Applicants should address each of the following activities in the proposed work plan (see Attachment 9).

1. Establish linkages with organizations serving women of childbearing age and health and human service providers in the catchment area to increase awareness of the *Welcome Baby!* program, establish referral processes and move toward prenatal care and home visiting as a community norm. These providers may include businesses, obstetricians, community health centers, clinics, PCAPs, WIC, social service agencies, churches, school based health centers and others.
2. Establish linkages with existing home visiting programs including the Community Health Worker Program, Healthy Families New York, Nurse Family Partnership and other comprehensive home visiting programs in the target area for the purpose of increasing awareness of the program and establishing referral processes. (For those applicants proposing to refer to comprehensive home visiting programs other than those contained in this RFA, clearly describe the organization, focus and objectives of the home visiting program.) These processes also include provisions for the collection of data and referral back to the program should women decline home visiting or other services.
3. Identify pregnant women lost to care or not already engaged in prenatal care to engage them into prenatal care, conduct home visits to assess for other immediate needs and refer to existing comprehensive home visiting services and other supports and services.
4. Establish linkages with hospitals in order to identify all new mothers from the catchment area. All new mothers will be contacted. If women within the catchment area deliver in hospitals outside the catchment area, the program will establish referral processes to the program with those hospitals as well. For those applicants that are local health departments, new mothers can be identified through timely birth certificate review or identification of new mothers through obstetrical hospitals.
5. For those pregnant and postpartum women contacted in-person, the public health nurse will provide information regarding comprehensive home visiting programs in the catchment area when appropriate, conduct an assessment for immediate needs, provide health information and support as needed, and where no comprehensive home visiting programs exist or when women are identified who are not eligible for or do not need comprehensive home visiting programs, the applicant may provide home visits until appropriate services are in place and conduct follow up activities to assure utilization of services.
6. Program staff will be required to attend all Department-sponsored program trainings and meetings and use standard forms as prescribed by the Department.
7. Quality improvement is an essential aspect of the program. All applicants should describe and establish a system of quality improvement that will include but not be limited to a periodic review of client records, ongoing evaluation of all staff, periodic input of clients as to the quality of services and peer review.
8. Short and long term evaluation will assist the program and Department shape the future of the program. Therefore, all programs will collect and submit required data in a format as prescribed by the Department and will participate in evaluation of the program.

For those families where the *Welcome Baby!* program needs to provide follow up due to the lack of comprehensive home visiting services or declination of these services, a protocol, provided by the department should be implemented which includes:

- A comprehensive assessment with the family to help identify the need for services and referrals to services available within the community, information about effective family planning

methods including enrollment in the Family Planning Benefit Program, Family Planning Extension Program or other public insurance programs for which they are eligible, enrollment in timely and continuous primary and preventive health care, including enrollment in Medicaid, Child Health Plus, and WIC, for those eligible, information about HIV, sexually transmitted infections (STIs), oral health, breastfeeding, immunizations, lead poisoning prevention, risk factors associated with prenatal substance use, domestic violence, depression screening and early childhood development screening.

### **Evaluation and Reporting Requirements**

All contractors are required to collect data to monitor progress relative to projected outcomes as required by the NYSDOH. The data are to be used to manage programs, to monitor success in attaining work plan objectives, to document home visitor productivity, and for quality improvement and program planning processes. The data will also provide information and a feedback mechanism on new and innovative intervention strategies. Comprehensive on-site visits will also be conducted to assess performance and progress.

All reports will be submitted in accordance with state contract requirements. Quarterly reports are submitted within 30 days of the end of the quarter, and an annual report is due September 15th. A three (3) year cumulative end of contract report addressing all activities and outcomes achieved during the 3-year contract term shall be submitted no later than 60 days after the end of the agreement. Fiscal reports and vouchers are submitted quarterly, and all budget line-item modifications require prior approval. A continuation application is required each year to continue contract funding on an annual basis.

### **Projected Number of Awards and Funding Range**

Approximately \$1.8 million will be available to fund up to 9 projects. The range of awards is projected to be \$175,000 – \$200,000. The projected caseload of pregnant and postpartum clients to be served by the applicant will be considered in determining the size of each award.

At least 1 application will be funded in each region of the state as follows:

- New York City and Long Island (Five boroughs, Nassau or Suffolk County)
- Hudson Valley Region - Westchester, Rockland, Putnam, Orange, Dutchess, Ulster, Sullivan, Schoharie, Otsego or Delaware Counties.
- Capital Region – Greene, Columbia, Schoharie, Albany, Rensselaer, Schenectady, Montgomery, Fulton, Saratoga, Warren, Washington, Hamilton, Essex, Clinton, Franklin Counties.
- Central Region – Delaware, Broome, Chenango, Madison, Tioga, Tompkins, Cortland, Oneida, Oswego, Herkimer, Onondaga, Lewis, St. Lawrence, Jefferson, Cayuga and Seneca Counties.
- Western Region – Chemung, Schuyler, Steuben, Allegany, Cattaraugus, Chautauqua, Erie, Wyoming, Livingston, Yates, Ontario, Monroe, Orleans, Genesee Counties.

The highest scored application from each region will receive the award.

At least 1 award based on highest score will be given to a rural county as defined in SAPA Section 102(10) which includes Allegany, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Montgomery, Ontario, Orleans, Oswego, Otsego, Putnam, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, and Yates); or counties with a population density outside of townships of less than 150 persons per square mile, i.e., Albany, Broome, Dutchess, Erie, Monroe, Niagara, Oneida,

Onondaga and Orange Counties.

If there are no acceptable applications from any region, including a rural county, there is no requirement to make an award within that region. Remaining awards will be given based on highest score regardless of region until all the funding is exhausted.

**C. Expectations of Project: Component B - Comprehensive Training Component**

A key component of successful home visiting programs is comprehensive, quality introductory and ongoing training designed to assist public health nurses and paraprofessionals to enhance or develop the skills and knowledge needed to successfully engage women in the community. Using a curriculum selected by the Department of Health, the successful applicant will conduct training on topics such as community outreach, cultural competence, interviewing techniques, communication, assessment skills, basic health information, community assessment, child development, Ages and Stages Questionnaire, pregnancy, women's health, nutrition, HIV/AIDS, documentation, goal setting, problem solving, supervision, leadership, and others. The curriculum will be based on concepts of adult learning, advocacy, empowerment, health promotion and individual rights in the health and supportive services system. The applicant will be required to:

- Review and develop curricula to be used to train professional and paraprofessional home visiting staff.
- Conduct 40 hours of comprehensive introductory training including cultural competence, outreach, community education, assessment, goal setting, problem solving, program management, and other topics to be approved by the Department for all program staff annually.
- Conduct 40 hours of education on maternal and child health topics such as women's health, pregnancy, infant health, child development, nutrition, reproductive health, perinatal depression and HIV/AIDS.
- Design and implement training on additional topics based on an assessment of needs of program staff as agreed to by the Department.
- Train professional Public Health Nurses serving as supervisors and also paraprofessional staff.

At least 40 hours of training will be direct, face-to-face training. The remainder may be accomplished in various means such as web-based training, teleconferences, etc. The applicant will be responsible for all functions and costs associated with the training program including purchasing or developing curricula printing/copying of materials for all participants, conducting evaluation of training, renting training locations, refreshments, costs of travel and overnight lodging for training program staff, and registration and follow-up notification of training for all programs. The applicant will also have the capacity to expand the provision of training to meet the needs of the Department due to program expansion.

**Projected Number of Awards and Funding Range**

Up to \$150,000 will be available to fund one training program. The highest scoring applicant will receive the award.

## **IV. Administrative Requirements**

### **A. Issuing Agency**

This RFA is issued by the NYS Department of Health, Division of Family Health, Bureau of Women's Health, Perinatal Health Unit. The department is responsible for the

requirements specified herein and for the evaluation of all applications.

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

All substantive questions must be submitted in writing to:

Rudy Lewis, Director  
Perinatal Health Unit  
Bureau of Women's Health  
New York State Department of Health  
Empire State Plaza  
Corning Tower Bldg., Room 1805  
Albany, New York, 12237-0621

Telephone 518-474-1911  
E-Mail: [RRL05@health.state.ny.us](mailto:RRL05@health.state.ny.us)  
FAX: 518-474-3180

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

Questions of a technical nature can be addressed in writing or via telephone by calling Rudy Lewis (contact information noted above.) **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

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

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

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

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

## **C. Applicant Conference**

**An Applicant Conference will be held for this project.** This non-mandatory tele-conference will be held on the date and time posted on the cover sheet of this RFA. The Department requests that potential applicants register for this conference by completing and returning the form in Attachment 2 by date posted on the cover sheet to insure that an adequate number of phone lines are available for prospective attendees. A

maximum number of 2 representatives from each prospective applicant will be permitted to attend the applicant conference. Failure to attend the Applicant conference will not preclude the submission of an application. The 1-800 call-in number and participant code will be sent to all who register for the call. Deadline for reservations is posted on the cover page of this RFA.

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

Applications must be **received** at the following address by 4:00 P. M. on February 8, 2008. **Applicants applying for Component A and B must submit two separate applications.** Late applications will not be accepted.

Rudy Lewis, Director  
Perinatal Health Unit  
Bureau of Women's Health  
New York State Department of Health  
Empire State Plaza  
Corning Tower Bldg., Room 1805  
Albany, New York, 12237-0621

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

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

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

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.

8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

## **F. Term of Contract**

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

It is expected that contracts resulting from this RFA will have an initial contract period of April 1, 2008 – June 30, 2009. This contract may be renewed annually up to two additional years thereafter, contingent on provider performance and availability of funds. A continuation application is required each year, which is necessary to continue contract funding on an annual basis.

## **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 quarterly invoices and required reports of expenditures to the State's designated payment office:

Fiscal Unit, Division of Family Health  
NYS Department of Health  
Corning Tower, Room 878  
Empire State Plaza  
Albany, NY 12237

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

3. The grant contractor will be required to submit the following periodic reports on a timely basis (within thirty days of the end of the quarter): substantive quarterly reports, and a cumulative end of contract period report addressing all objectives and process implementation activities and outcomes, per the approved workplan and budget. All reports should identify in-kind and other sources of income of the agency.

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

## **H. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to the required Vendor Responsibility Questionnaire online via the New York State VendRep System. See the VendRep System Instructions available at:

[www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us> For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep websites [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department or the Office of the State Comptroller for a copy of the paper form. Applicants must also complete and submit the Vendor Responsibility Attestation (Attachment 10).

Final award determination will be dependent on the ability of the State to determine the responsibility of the applicant.

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

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

## J. Appendices

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

APPENDIX A -	Standard Clauses for All New York State Contracts
APPENDIX A-1	Agency Specific Clauses
APPENDIX A-2	Program Specific Clauses
APPENDIX B -	Budget
APPENDIX C -	Payment and Reporting Schedule
APPENDIX D -	Workplan
APPENDIX 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 With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

**NOTE: Do not include the Workers' Compensation and Disability Benefits 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 applying for Component A and B must submit two separate applications including each required section as specified below.** This section identifies the parameters on which the applications will be competitively evaluated. Each category should be submitted in full in order for the application to be eligible for review.

#### **Application Cover Sheet**

[0 POINTS]

Provides relevant information on the applicant agency, the proposed target area (target area applies to Component A – home visiting services only), and the amount of funding requested, and the attestation form certifies to your agency's eligibility for application under this category. See **Attachment 4** for application cover sheet.

#### **Executive Summary** (Two-page limit)

[5 POINTS]

For Component A, summarize the program you are proposing. Describe the purpose of the program, identify the target population, results to be accomplished, sites of service operation, services/activities being proposed and all anticipated measurable results. Includes target numbers served, including a clear description of the increase in numbers if the applicant currently provides home visiting services. Describes collaborative efforts that will be undertaken with hospitals and or birth certificate reviews (where applicable) and agencies in the proposed target area for the purposes of identifying pregnant and postpartum women.

For Component B, summarize the major aspects of the application, results to be accomplished, services/activities being proposed and all anticipated measurable results.

**Organizational Experience and Capability**  
(Four-page limit)

[20 POINTS- Component A]  
[25 POINTS- Component B]

**Component A** applicants will be judged on the basis of agency capacity and evidence of prior success with similar initiatives. Include evidence of collaboration with other health and human services providers. Applications will be strengthened by appropriate letters of cooperation/collaboration (local health departments, hospitals, PCAPs, etc.) which describe the specific contribution to be provided to the initiative by the collaborating agency. Letters of cooperation/collaboration should describe in detail the nature of the collaboration and the roles and responsibilities of both parties. Applications from consortium of providers (e.g., local health departments) in rural areas are encouraged.

In four pages or less describe your agency, its mission, services and capacity:

- Highlight populations targeted for services, numbers served and accomplishments for women, infants, children, youth and families. Include the number of years of experience your agency has in providing these services.
- Briefly describe how the proposed program will be integrated within your agency. Include a current organizational chart. The organizational chart should be included in the attachments and will not count against the four page limit. For those applicants submitted by consortium of providers, clearly describe the organizational structure, reporting relationships and any information that clearly indicates how the program will function across agency lines.
- Describe how you will collaborate with other related maternal and child health initiatives operating in your target area. Address collaboration with service programs such as: CPPSN, CHWP, PCAP, WIC, Early Intervention, Family Planning, Community-Based Adolescent Pregnancy Prevention, Rape Crisis Centers, Healthy Families New York Home Visiting Program, domestic violence, substance abuse prevention and services programs, Healthy Start, Public Health Nursing/Local Health Departments and Medicaid offices, applicable health providers, and others, as appropriate.
- Provide evidence of collaborative linkages and letters of cooperative agreement with other organizations and state-funded programs within the targeted communities. Letters of collaboration should describe the specific contribution to be provided to your proposed program by the collaborating agency. Note: These letters and cooperative agreements should be included with the submitted application, as an attachment, and will not count against the four page limit
- Describe any problem you anticipate in providing the proposed services and achieving proposed objectives within your proposed target area and how you will address these challenges.

**Component B** applicants will be judged on the basis of agency capacity and evidence of prior success with similar initiatives. In four pages or less describe your agency, its mission, services

and capacity:

- Describe the expertise and experience in similar initiatives, including curriculum development, developing and providing training and evaluation of training. Specifically address the provision of training for home visiting services as well as the number of years experience your agency has in providing these services.
- Describe your agency's capacity that demonstrates your agency's ability to successfully meet the requirements of this RFA.
- Briefly describe how the proposed program will be integrated within your agency. Include a current organizational chart. The organizational chart should be included in the attachments and will not count against the four page limit.

**Description of Need (Component A Only)**

[15 POINTS]

(Three-page limit)

Briefly describe the problem/need you are addressing in three pages or less. List the catchment area (county(ies) or borough(s)) to be served. Describe specific populations and relevant data regarding health status and/or service utilization as well as the unique barriers which prevent access, particularly for pregnant women, to needed health and supportive services.

Briefly describe other programs, if any, providing services similar to those proposed in the targeted geographic area. Describe the other outreach, home visiting and case management programs which exist in the community. Demonstrate how the proposed project will not duplicate the services offered by these programs. Collaboration among programs should be demonstrated.

**Work Plan Narrative and Proposed Program Activities**

[30 POINTS – Component A]

[35 POINTS – Component B]

(Ten-page limit – exclusive of Work Plan Worksheets)

The proposed work plan is the most important part of the application. All applicants should submit a narrative section that fully explains the proposed program and summarizes the implementation activities. Each objective should be stated in measurable terms, specifying the degree of improvement to be expected in each objective, the source of the data that will be used to gauge progress, and the baseline data from which the projections are being made. Work plans should adhere closely to the objectives and activities presented and applicants are strongly advised to carefully review the appropriate attachments cited for additional information on framing specific objectives, and the types of activities that might be relevant to each.

**Component A**

- For each objective, describe the kind and quantity of work and activities that will be implemented to accomplish the proposed objectives and expected outcomes. Describe in detail in the narrative and summarize on the work plan worksheets (Attachment 9) specific activities, who will perform them, and the frequency or interval with which they will be performed to attain desired outcomes.
- Attach a program implementation timeline, which includes all implementation activities in the workplan, including such items as recruitment, hiring, and training of new staff. Qualifications of staff should be consistent with job descriptions and adequate to carry out the intent of the initiative.

- If new staff are recruited, describe the plan and timeframe for recruiting, hiring, and training. Indicate who will be responsible for the training and how it will be conducted. Provide that person's credentials and experience.
- Using the work plan worksheets, indicate in the outcome column how you will determine that progress is being made. Include methods of evaluation for each objective in the work plan worksheets. The work plan worksheets do not count against the 10-page limitation on the work plan narrative section.
- The proposed work plan activities will be evaluated relative to attainment of specific and measurable objectives. The work plan should specifically identify desired measurable improvements and quantifiable outcome indicators. (Follow the work plan format and content in Attachment 9). Using baseline data from your target area, propose what you believe is a reasonable achievement level.
- Each goal and objective should be addressed. Other pertinent goals and/or objectives, which are appropriate to your proposed services, target population and target area should also be included.

The work plan should demonstrate a community-based, family-centered approach to outreach, home visitation and coordination of services.

### **Component B**

The workplan will be evaluated to ensure it clearly addresses all activities as specified in Section II, Component B - Comprehensive Training Component of this RFA.

- For each objective, describe the kind and quantity of work and activities that will be implemented to accomplish the proposed objectives and expected outcomes. Describe in detail in the narrative and summarize on the work plan worksheets (Attachment 9) specific activities, who will perform them, and the frequency or interval with which they will be performed to attain desired outcomes.
- Attach a program implementation timeline, which includes all implementation activities in the workplan, including such items as recruitment, hiring, and training of new staff. Qualifications of staff should be consistent with job descriptions and adequate to carry out the intent of the initiative.
- The workplan should include a clear plan for the modification or development of curricula, training activities and training evaluation and modification.
- If new staff are recruited, describe the plan and timeframe for recruiting, hiring, and orientation. Provide that person's credentials and experience.
- Using the work plan worksheets, indicate in the outcome column how you will determine that progress is being made. Include methods of evaluation for each objective in the work plan worksheets. The work plan worksheets do not count against the 10-page limitation on the work plan narrative section.
- The proposed work plan activities will be evaluated relative to attainment of specific and measurable objectives. The work plan should specifically identify desired measurable improvements and quantifiable outcome indicators. (Follow the work plan format and content in Attachment 9).

### **Quality Improvement Plan**

(Two-page limit)

[10 POINTS- Component A]

[15 POINTS- Component B]

Plans for monitoring progress on objectives and development and implementation of tracking relative to each objective should be described in two pages or less. Summarize how activities and major results described in the work plan will be evaluated in relation to the major maternal and infant health indicators.

For component A, a designated software application will be used for data tracking and reporting. Describe the staff who will be responsible for data entry, and conducting program monitoring and evaluation. The application should include a clear description of the steps to monitor and evaluate program performance and the effectiveness of interventions.

For Component B describe the process to continually evaluate curriculum content, provider needs, training programs and impact of training on service delivery.

### **Budget and Staffing Plan**

[20 POINTS]

(Three-page limit, exclusive of budget forms in Attachment 6)

Complete the Budget Forms in Attachment 6. **Applicants should submit an annualized budget for the 15-month period starting April 1, 2008 and ending June 30, 2009.** All costs must be related to the provision of 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 must 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.

If there are anticipated delays in hiring, include the annualized salaries and pro-rate them based on the number of months of employment anticipated. Budgets will need to be constructed so the annualized salaries can be accommodated in subsequent years. Economies of scale are anticipated for consortium applications. There will be no rollover of funds from one year to the next. No increase in funding amounts for subsequent years of the contract term is anticipated.

Use and follow the format and instructions in the attached Budget pages 1 – 8 in Attachments 5 and 6. Type UPPHVP and the name of your organization on every page. A description and justification of each personal service line item and other than personal services (OTPS) budget line should be provided in narrative form, not to exceed three pages. Administrative costs that are appropriate to the operation of the program should be kept to a maximum of 10% and should be broken down by line item in the budget. The budget should allow for reasonable costs for the required annual independent audit, if an audit is required by state and federal requirements. Audit and other shared costs should be allocated to the program based on a defined agency allocation methodology.

It is expected that the budget will support appropriate qualified program staff to accomplish the goals, objectives and program activities described in the work plan. Each position should be fully justified, and the appropriate qualifications required for the position should be stated. All in-kind contributions should be identified in the budget. Funding may be used only to expand existing activities or create new activities pursuant to the RFA. Resumes of any staff should be included in the application.

Preference will be given to budgets demonstrating cost effectiveness, meaning the application fulfills all requirements in the least costly manner (e.g., emphasizing direct, personal service, and containing minimal costs for OTPS budget line items). The budget will be rated on its cost-effectiveness during the review process.

In addition to the budget discussed above, include an agency-wide budget, or in the case of local health units or hospitals, a department-wide budget, which provides information related to all contracts received by the agency, and personal and OTPS cost allocation. This agency/department-wide budget should clarify personal and OTPS costs being budgeted to other contracts in comparison to the UPPHVP contract. Wherever possible, include staff names to enable the reviewers to compare cost allocations.

## **B. Application Format**

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

All applications should be stapled or bound with soft covers (no hard cover binders) typed in 11 pt. or larger type, single-spaced, with minimum 1 inch margins all around. All copies should be legible, and include numbered pages in the body of the report, and attachments should be clearly marked.

Applications should not exceed the page limitations given below (not including cover page, budget and attachments), using a generally accepted font. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

1. Executive Summary (2 pages) (Maximum Score: 5 points)
2. Organizational Experience (4 pages) (Maximum Score: 20 points - Component A)  
(Maximum Score: 25 points Component B)
3. Description of Need (3 pages) (Maximum Score: 15 points - Component A)
4. Work Plan and Activities (10 pages) (Maximum Score: 30 points - Component A only)  
(Maximum Score: 35 points - Component B only)
5. Quality Improvement Plan (2 pages) (Maximum Score: 10 points – Component A)  
(Maximum Score: 15 points – Component B)
6. Budget and Staffing (3 pages) (Maximum Score: 20 points)

## **C. Review & Award Process**

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH, Division of Family Health, Bureau of Women’s Health. Any cost related to developing a response to this RFA is the obligation of the applicant and not the responsibility of the Department of Health.

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

The review process for the applications will consider the geographic area targeted by the applicant and demonstrated need as evidenced by the application (Refer to Attachment 8 for New York State Perinatal Data by County.)

Following the award of grants from this RFA, applicants may request a debriefing from the NYS DOH, Division of Family Health, Bureau of Women's Health no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

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

## **VI. Attachments**

- Attachment 1: Standard Grant Contract with Appendices
- Attachment 2: Letter of Interest Format
- Attachment 3: Application Checklist
- Attachment 4: Application Coversheet
- Attachment 5: Budget Instructions
- Attachment 6: Application Budget Format
- Attachment 7: List of Home Visiting Programs
- Attachment 8: New York State Perinatal Data by County
- Attachment 9: Work Plan Format
- Attachment 10: Vendor Responsibility Attestation

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

# GRANT CONTRACT

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

CONTRACTOR IS( ) IS NOT( ) A  
SECTARIAN ENTITY  
CONTRACTOR IS( ) IS NOT( ) A  
NOT-FOR-PROFIT ORGANIZATION

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## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 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 _____	_____

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

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

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

STATE AGENCY

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

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

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

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

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

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

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

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

SS:

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

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

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

# 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.

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.



**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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**Attachment 2**  
**Letter of Interest**  
*or*  
**Letter to Participate in Bidders' Conference and Receive Notification of RFA**  
**Updates and Modifications**

Rudy Lewis, Director  
Perinatal Health Unit  
Bureau of Women's Health  
New York State Department of Health  
Empire State Plaza  
Corning Tower Bldg., Room 1805  
Albany, New York, 12237-0621

Re: RFA #  
*Welcome Baby!* Universal Prenatal and Postpartum Home Visiting RFA

Dear Mr. Lewis:

This letter is to indicate our interest in the above Request for Applications (RFA). We are interested in the following Component(s):

- Component A** - Outreach to and identification of pregnant women and postpartum women by public health nurses;
- Component B** - Curriculum development and training.

and would like to request (*please check one*)

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

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

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

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

Sincerely,

## ATTACHMENT 3

### Grant Application Checklist

Use this checklist to confirm that all sections are included and in the proper sequence in your application for submission to the Universal Prenatal and Postpartum Home Visiting Request for Applications.

- \_\_\_\_\_ Cover Sheet
- \_\_\_\_\_ Executive Summary
- \_\_\_\_\_ Organizational Experience and Capability
- \_\_\_\_\_ Description of Need **(Component A only)**
- \_\_\_\_\_ Work plan Narrative and Proposed Program Activities
- \_\_\_\_\_ Budget Plan
- \_\_\_\_\_ Program Evaluation
- \_\_\_\_\_ Vendor Responsibility (completed on-line or attached)
- \_\_\_\_\_ Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- \_\_\_\_\_ Department of State Registration
- \_\_\_\_\_ Certificate of Article of Incorporation

**ATTACHMENT 4**  
**APPLICATION COVER SHEET**  
**Welcome Baby! Universal Prenatal and Postpartum Home Visiting Program**  
**APPLICATION FOR GRANT AWARD**  
Home Visiting Category \_\_\_\_\_ Training Program Category \_\_\_\_\_

<b>NAME AND ADDRESS OF APPLICANT ORGANIZATION/AGENCY</b>	
<b>ORGANIZATION/AGENCY:</b>	
<b>ADDRESS:</b>	
Agency Director  Name:  Title:	Telephone: (    )  E-mail Address:
Project Director  Name:  Title:  Address:  Telephone: (    )  E-mail Address:	Fiscal Officer  Name:  Title:  Address:  Telephone: (    )  E-mail Address:
Dates of Entire Proposed Project Period From April 1, 2008 Through June 30, 2009	Total Costs Requested for first 15-Month Budget Period (April 1, 2008 –June 30, 2009) \$
Performance Site(s):	Type of Organization: _____ Public _____ Private Not-for-Profit
Federal Identification Number:	Charitable Organization Number:
Geographic Area(s) to be Served:	Signature & Date: _____
<b>CERTIFICATION OF ACCEPTANCE</b> I certify that the statements herein are true and complete to the best of my knowledge, and I accept the obligation to comply with NYS Department of Health terms and conditions if a grant is awarded as the result of this application. A willfully false certification is a criminal offense.	Official Signing for Application Organization Name: Title: Address:  Telephone: (    )

# Budget Instructions 2008-09

## Attachment 5 Instructions for Completing Contract Appendix B - Budget Tables and Forms

**Note: Programs which are non-governmental agencies must submit an agency-wide budget breakdown to accompany this funding request. If your agency is a large multi-service agency such as a governmental or hospital entity, a budget for the division or program-related portion of your agency may be submitted in lieu of an agency-wide budget after discussion with your contract manager.**

### **OPERATING BUDGET FUNDING REQUEST TABLES**

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

This Table should be completed last and will include the total lines only from Table A-1 (Personal Services) and Table A-2 (Other Than Personal Services) and the Grand Total. As a check, grand total requested from DOH should match your funding amount. Total expense = DOH + Other Sources and 3<sup>rd</sup> party (e.g., Medicaid, insurance). Other sources may be in-kind, other grants, etc.

#### **TABLE A-1: PERSONAL SERVICE**

Personnel contributing any part of their time to the project should be listed with the following items completely filled in:

**Title:** The title given should reflect either a position within your organization or on this project. List names, titles and positions. Indicate whether the position is full-time (FT) or part-time (PT).

**Annual Salary:** Salaries that are included in the budget must be actual annual salary rates for the full time position, and not some composite based on potential raises. Increments for salaries will only be given (within budget constraints) if there is an actual formal agreement that a raise has been approved and will take effect on a specific date. Retroactive salary increases are not allowed. Planned increases must be requested and approved, in advance of instituting any changes, by the budget modification process. If a negotiated increase will go into effect, the position should be indicated on 2 separate lines, with the projected number of months at each salary (see example below.)

**% 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 =  $10/40 = .25$  FTE (shown in decimal form) or 25% (shown as a percentage).

**# of Months:** Show the number of months out of 12 worked for each title.

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

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

**Total Expense** must be distributed between (1) Amount Requested from NYS, (2) Other Source / 3<sup>rd</sup> Party, as deemed appropriate by your fiscal staff. You may use any combination of these three categories for each line item, as long as the combined total amount is equal to the total expense for each line item. **This is also applicable to Table A-2.**

**Note:** If the employee is part-time, mark “PT” after the title, include the annual salary rate for a full time employee, the % FTE for the part time employee in the position, the number of months the employee is in the position and the actual salary amount charged to the grant.

For example:

<u>Title</u>	<u>Annual Salary</u>	<u>%FTE</u>	<u># Months</u>	<u>Total Expense</u>
Secretary PT	\$24,000	50%	12	\$ 12,000

In a case in which the salary of an employee will change during the contract year regardless of the amount of time spent on this project, the total annual salary for each position should be given for the number of months applicable to that salary.

For example, if a union negotiated contract salary increase will impact a portion of the 12-month budget period it should be shown on Table A-1 as follows (the same position will use two lines in the budget):

<u>Title</u>	<u>Annual Salary</u>	<u>%FTE</u>	<u># Months</u>	<u>Total Expense</u>
Secretary FT	\$22,500	100%	8	\$15,000
Secretary FT	\$24,000	100%	4	\$ 8,000

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

**TABLE A-2: OTHER THAN PERSONAL SERVICES (OTPS)**

ALL OTPS expenses that are directly related to the conduct of program activities should be listed regardless of whether or not funding for these expenses is requested from New York State. As with Table A-1, distribute the total expense between DOH, and Other Sources or 3<sup>rd</sup> Party (specify other sources). See instructions for Form B-3 for allowable OTPS costs.

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

Use Forms B-1 and B-3 to provide a justification/explanation for the expenses included in the Operating Budget and Funding Request Tables. The justification must show all items of expense and the associated costs 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 – provide details of expenses for conferences, local travel, etc.), and an explanation of how these expenses relate to the goals and objectives of the project.

### **FORM B-1: PERSONAL SERVICES**

List each title, the name of the incumbent, and a description for each position, including the percentage of time spent on various duties where appropriate, on this form. Contracted or per diem staff are not to be included in personal services; these expenses should be shown as consultant or contractual services under other than personal services. Specifically describe the methodology used when salaries are allocated across multiple programs within the agency. For all positions please provide the total number of hours worked weekly for the agency as well as the number of hours worked on this program.

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

Specify the components (FICA, Health Insurance and Life Insurance, Unemployment Insurance, Retirement, Workmen's Compensation and Disability Insurance) and their percentages comprising the fringe benefit rate, then total the percentages to show the fringe benefit rate used in budget calculations. Form B-2 already lists the standard components of a fringe benefit rate. If different rates are used for different positions, submit Form B-2 for each rate (make copies of Form B-2, if necessary) and specify which positions are subject to that rate.

**Compute an average of the multiple fringe rates for your personnel. Use an average of the multiple fringe benefit rates on Table A-1.**

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

Include all program services and administrative costs that are directly related to the conduct of program activities. Itemize in detail equipment and supplies by type and cost. Contractual services should also be itemized. This includes utilities, advertising, postage, photocopying, etc. Specifically describe the methodology for allocation of shared costs.

### **Overhead**

**Overhead is not allowable as a single line item.** If you are seeking reimbursement for those administrative costs often considered in overhead lines, they must be broken out and listed individually as line items. Specifically describe the methodology for allocation of these costs.

The following is a list of allowable costs that might be indirect or overhead:

- Accounting
- Audit Service
- Bonding
- Budgeting
- Communication
- Personal Service & Appropriate fringe (if supported by time and distribution records)

Personnel Administration  
Payroll Preparation  
Maintenance & Repair  
Central Stores  
Motor Pools  
Legal services which are approvable under the contract

You may request reimbursement for indirect costs equal to the actual expense or a prorated amount based on a methodology that appropriately allocates the cost across all program components. All indirect costs must be lined out separately.

#### Costs Not Allowed

New construction  
Purchase of land or buildings  
Renovation that constitutes new construction  
Depreciation  
Entertainment  
Bad debts  
Individual Professional dues  
Honoraria (speaker's fee is acceptable)  
Fund Raising  
Interest Costs  
Alcoholic Beverages  
Lobbying  
Contingency funds  
Fines, Penalties  
Pre-award Costs  
Overhead, Indirect or Administration costs (not lined out)  
Legal costs incurred as a result of disputes with DOH  
Miscellaneous (if it exceeds \$1,000 and, if previous justification has not been approved)

#### Supplies and Materials

Provide a delineation of the items of expense and estimated cost of each along with justification of their need. Some routine supplies may be consolidated under office supplies. List separately Education Materials for Consumers and Providers.

#### Travel

Provide a delineation of the items of expense and estimated cost (i.e., travel costs associated with conferences, including transportation, meals, lodging, registration fees, administrative travel vs. programmatic travel, staff travel) and estimated cost along with a justification of need. The derivation of travel costs should be explained, for example: travel via auto of 1000 miles @ \$0.375/mile = \$375, plus per diem rates of \$75 for 2 days of travel for 3 staff = \$450. Costs should be based upon a travel reimbursement policy. Travel reimbursement cannot exceed DOH staff travel reimbursement guidelines, which are available upon request.

The project will be reimbursed for local travel costs not to exceed the current mileage allowances established by your agency for personal automobile use and also limited to

the IRS mileage rate. The most cost effective method of travel must always be used. Travel costs are limited to those allowed by the project's travel policy.

**Programs are required to obtain prior approval in writing from the Contract Manager in the Bureau of Women's Health for Out-of-State conference travel and related expenses.** Per Diem or subsistence allowance must be reasonable and must be limited to the days at the conference plus actual travel time required reaching the conference location by the most direct route. In the case of air travel, less than first-class must be used, and will be the basis for reimbursement.

#### **Consultants/Per Diems/Contractual Services**

This category should be used to budget for time-limited/specific services, which cannot be accomplished by existing staff, as well as for any services/expenses that will be provided by a subcontractor. Provide a justification of why each service listed is needed. Justification should include the name of the consultant/contractor; the specific service to be provided, the time frame for the delivery of services, costs per hour/day and total estimated hours/days. In addition, a line time budget for each subcontract/consultant must be attached to the form. Any subcontract must be submitted to the Department for prior approval.

#### **Equipment**

An item is defined as equipment if it is an article of tangible personal property having a useful life of more than two years and an acquisition cost of \$300 or more per unit. These items must be inventoried (tagged) and reported on the annual inventory form. The tag number, manufacturer serial number, date of purchase, date of disposition, location, and cost of each item must be reported on an annual inventory form.

#### **Audit**

The amount shown for the audit must not exceed 1% of the total funds requested from New York State Department of Health, unless otherwise negotiated with the BWH Contract Manager.

#### **Space**

Costs of space rental must include the number of square feet, cost per square foot and the methodology used if the cost is allocated across programs. Detail of Maintenance costs and utilities should be included.

#### **Other**

All other OTPS expenses should be lined out alphabetically and separately and contain significant detail and an explanation of how these expenses relate to the goals and objectives of the project.

## **COST ALLOCATION METHODOLOGY**

You must specifically describe the methodology for allocation of shared costs. Explain and demonstrate how each of the shared costs in your budget is allocated across funding sources. An example of shared cost is when personnel function across more than one funded program. Hence the total cost of their being on the payroll is a “shared cost.” Other examples might include but are not limited to space-related costs, communications, office supplies, photocopy, legal, insurance, payroll services and accounting. Identify each such cost that appears in your budget. Provide a justification of the allocation of each shared cost item in the budget across agency funding sources (demonstrating the percentage and amount for each of the agency’s programs).

### **Simple Allocation Methodology**

The agency takes the sum of all its contracts, figures out what percent the grant is and allocates all costs accordingly. For example, if the agency takes in \$1 million, and our grant is \$250,000, then the agency allocates 25% of all shared costs to our grant.

### **Multiple Allocation Methodology**

The agency may choose to use multiple allocation methodologies based on cost centers, by grouping costs then allocating them accordingly. For example,

- All costs associated with operation, such as printing, copying, mailing, and telephone, may be grouped and allocated according to use by each grant. The agency must have a good understanding of the use of these items across all grants in order to do this. As an alternative, the agency may decide to simply allocate a percent of these costs to all grants.
- The agency might also allocate administrative items such as accounting and billing, etc. If the agency has a grant that has substantial billing, vouchering, and subcontracting activity, they may allocate more of those costs to that grant.
- Space might be allocated by taking the cost per square foot and multiplying that by the number of employees on the grant.

### **Direct Allocation Methodology**

The agency may also consider every expense as a direct cost and allocate it based on the specific use by each grant.

**ATTACHMENT 6**

**APPENDIX B**

**TABLE A - SUMMARY BUDGET- Universal Home Visiting  
OPERATING BUDGET AND FUNDING REQUEST  
April 1, 2008– June 30, 2009**

	Total Expense	Amount Requested From NYS	Other Source / 3rd Party	Specify Other Source
Personal Services (Total line only from Table A-1)				
Nonpersonal Services (Total line only from Table A-2)				
<b>GRAND TOTAL</b>	\$0	\$0	\$0	

Federal Funds are being used to support 50% this contract. Catalog of Federal Domestic Assistance (CFDA) number is: Medicaid Match 93.778





**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT**  
**FORM B-1 Universal Home Visiting**  
**PERSONAL SERVICES**  
**April 1, 2008 – June 30, 2009**

Contractor: \_\_\_\_\_  
Contract No.: \_\_\_\_\_

**PERSONAL SERVICES**

Title	Incumbent	Description

Page \_\_\_\_ of \_\_\_\_

**Any vacant positions should be reported as an attachment to the quarterly voucher and the progress reports. The explanation must include what has been done to recruit and fill the positions and describe any problems with filling vacancy (ies).**



**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT**  
**FORM B-3 Universal Home Visiting**  
**NONPERSONAL SERVICES**  
**April 1, 2008 – June 30, 2009**

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

**Contract No.:** \_\_\_\_\_

**NONPERSONAL SERVICES**

Item	Cost	Description

**Sample Agency Wide Budget  
January 2008 -December 2008**

	<b>Welcome Baby! Budgeted</b>	<b>Healthy Start</b>	<b>Small Grant</b>	<b>Total</b>
<b>INCOME</b>				
Grants	\$ 165,487.00	\$ 127,765.00	\$ 3,500.00	\$ 296,752.00
<b>Total Income</b>	<b>\$ 165,487.00</b>	<b>\$ 127,765.00</b>	<b>\$ 3,500.00</b>	<b>\$ 296,752.00</b>
<b>EXPENSES</b>				
<b>Personnel Services</b>				
Executive Director	\$ 37,734.00	\$ 4,266.00	\$ -	\$ 42,000.00
Program Coordinator	\$ 33,207.00	\$ -	\$ -	\$ 33,207.00
Health Educator	\$ 32,960.00	\$ -	\$ -	\$ 32,960.00
Administrative Assistant	\$ 11,297.00	\$ 11,297.00	\$ -	\$ 22,594.00
SHS Coordinator	\$ -	\$ 31,500.00	\$ -	\$ 31,500.00
SHS Health Educator	\$ -	\$ 40,594.00	\$ -	\$ 40,594.00
Salary Expense	\$ 115,198.00	\$ 87,657.00	\$ -	\$ 202,855.00
Fringe Benefits	\$ 27,129.00	\$ 20,599.00	\$ -	\$ 47,728.00
<b>Subtotal (Personnel Services)</b>	<b>\$ 142,327.00</b>	<b>\$ 108,256.00</b>	<b>\$ -</b>	<b>\$ 250,583.00</b>
<b>Other Than Personnel Services (OTPS)</b>				
Audit	\$ 3,000.00	\$ 2,000.00	\$ -	\$ 5,000.00
Equipment	\$ 500.00	\$ 800.00	\$ 2,000.00	\$ 3,300.00
Space (\$2,000 per month)	\$ 13,360.00	\$ 10,231.00	\$ -	\$ 23,591.00
Supplies	\$ 1,800.00	\$ 2,700.00	\$ 1,500.00	\$ 6,000.00
Training	\$ 500.00	\$ 400.00	\$ -	\$ 900.00
Travel	\$ 4,000.00	\$ 3,378.00	\$ -	\$ 7,378.00
<b>Subtotal (OTPS)</b>	<b>\$ 23,160.00</b>	<b>\$ 19,509.00</b>	<b>\$ 3,500.00</b>	<b>\$ 46,169.00</b>
<b>Grand Total</b>	<b>\$ 165,487.00</b>	<b>\$ 127,765.00</b>	<b>\$ 3,500.00</b>	<b>\$ 296,752.00</b>

**Attachment 7**  
**Listing for Healthy Families New York, Healthy Start, Nurse Family Partnership & Community Health Workers Programs**

**Healthy Families NY (HFNY)**

<b>Site</b>	<b>Target Area</b>	<b>Contact</b>
Baby Steps Northern Manhattan Perinatal Partnership 2303 Adam Clayton Powell Blvd. New York, NY 10030	Central Harlem	212-690-2229
Best Beginnings Alianza Dominicana 2410 Amsterdam Ave., 3 <sup>rd</sup> fl. New York, NY 10033	Washington Heights	212-923-5440
Buffalo Home Visiting Program Buffalo Perinatal Network 625 Delaware Avenue, Suite 410 Buffalo, NY 14202	Buffalo	716-884-6711
Building Healthy Families Otsego County Opportunities for Otsego 3 West Broadway Oneonta, NY 13820	Otsego County	607-433-8054
Bushwick Bright Start MHRA 203 Irving Ave. Brooklyn, NY 11237	Bushwick	718-416-1442
Dutchess County Healthy Families 279 Main St., Suite 201 New Paltz, NY 12601	Poughkeepsie	845-452-3387
Healthy Families of Allegany 7648 Suite B Belfast, NY 14711	Allegany County	585-365-8100
Healthy Beginnings of Sullivan Sullivan County Health Department PO Box 590 7 Community Lane Liberty, NY 12754	Sullivan County	845-292-0100 Ext. 2737
Healthy Families of Albany County Albany County Department for Children, Youth, & Families 112 State Street Albany, NY 12207	Albany County	518-447-7054
Healthy Families Broome Broome County Health Department 225 Front Street Binghamton, NY 13905	Broome County	607-778-3909
Healthy Families Program CAMBA Church Avenue Merchant's Block Association 2103 Kenmore Terrace Brooklyn, NY 11226	Brooklyn	718-826-2223 Ext. 234

<b>Site</b>	<b>Target Area</b>	<b>Contact</b>
Healthy Families Cattaraugus Parent Education Program 234 N. Union St. Olean, NY 14760	Cattaraugus County	716-372-5987 X 102
Healthy Families Chemung Comprehensive Interdisciplinary Developmental Services 161 Sullivan St. Elmira, NY 14901	Chemung County	607-733-6533
Healthy Families Jamaica 90-25 161 St., 5 <sup>th</sup> fl. Jamaica, NY 11432	Jamaica	718-526-2400
Healthy Families Niagara of FACS 501 Tenth St. Niagara Falls, NY 14302	Niagara Falls	716-278-1605
HFNY Clinton County Behavioral Health Services North 2245 Oval Suite 218 Plattsburgh, NY 12903	Clinton County	518-563-8206 Ext. 125
Healthy Families Ontario Child and Family Resources 41 Lewis St., Suite 103 Geneva, NY 14456	Ontario County	315-781-1491 Ext. 215
Healthy Families Oneida County Family Nurturing Center of CNY 209 Elizabeth St., 4 <sup>th</sup> fl. Utica, NY 13501	Oneida County	315-738-9773 Ext. 239
Healthy Families Rensselaer County Samaritan Hospital 2215 Burdett Ave., 4 <sup>th</sup> Floor Troy, NY 12180	Rensselaer County	518-271-3923
Healthy Families Staten Island NY Foundling 30 Beach Street - 2 <sup>nd</sup> floor Staten Island, NY 10304	North Shore, Staten Island	718-874-4455
Healthy Families Steuben Kinship Family and Youth Services 6251 County Rt. 64, Hornell, NY 14843	Steuben County	607-324-6027
Healthy Kids Program 2215 Burdett Ave., 4 <sup>th</sup> fl. Troy, NY 12180	Rensselaer County	518-271-3923
Healthy Schenectady Families Schenectady County Public Health Services 107 Nott Terrace, Suite 300B Schenectady, NY 12308	Schenectady County	518-386-2824
Newburgh Healthy Families Occupations 21 Grand Street Newburgh, NY 12550	Orange County	845-562-7244 Ext. 300

<b>Site</b>	<b>Target Area</b>	<b>Contact</b>
South Bronx Healthy Families Bronx Lebanon Hospital Center Dept. OB/GYN 1650 Selwyn Ave., Suite 20A Bronx, NY 10457	South Bronx	718-960-2084
Special Beginnings Morris Heights Health Center 2042 Grand Ave. Bronx, NY 10453	Bronx	718-483-1255
Starting Together Community Action Program – Madison City 3 E. Main Street – PO Box 249 Morrisville, NY 13408	Madison County	315-697-3588
Successful Start HVP Bedford-Stuyvesant Family Medical HC 1360 Fulton St., 4 <sup>th</sup> Floor Brooklyn, NY 11216	Bedford Stuyvesant	718-623-5966
Ulster County Healthy Start Program Willow Park Office Complex 400 Aaron Court, Bldg 4, Door A Kingston, NY 12401	Ulster County	845-339-8551
Westchester County Healthy Families 30 South Broadway, Fifth Floor Yonkers, NY 10701	Yonkers, Mt. Vernon	914-968-1663 Ext. 1011

### **Healthy Start (HS)**

<b>Site</b>	<b>Target Area</b>	<b>Contact</b>
Central Harlem Healthy Start Northern Manhattan Perinatal Partnership 127 West 127 <sup>th</sup> St. New York, NY 10027	Central Harlem	212-265-2600
Downstate NY Healthy Start Columbia University 600 West 168 <sup>th</sup> St. New York, NY 10032	Nassau & Suffolk Counties, Queens	212-305-3577
Healthy Start Brooklyn New York City Department of Health & Mental Hygiene 2 Lafayette St., 18 <sup>th</sup> Floor Box 34A New York, NY 10007	Brooklyn	212-442-1787
Rochester Healthy Start Perinatal Network of Monroe County 339 East Ave., Suite 203 Rochester, NY 14604	Rochester	585-546-4930
Syracuse Healthy Start Onondaga County Health Department 421 Montgomery St., 9 <sup>th</sup> Floor Syracuse, NY 13202	Syracuse	315-435-3693

**Nurse Family Partnership (NFP)**

<b>Site</b>	<b>Target Area</b>	<b>Contact</b>
New York City Dept. of Health-Mental Hygiene Targeted Citywide Initiative (Nurse-Family Partnership) 2238 fifth Avenue, 1 <sup>st</sup> Fl. New York, NY 10037	Citywide	212-368-9624
Bedford Stuyvesant/Bushwick Office (Healthy Start and Newborn Home Visit Program, 2 <sup>nd</sup> Floor) 485 Throop Avenue Brooklyn, NY 11221	Brooklyn	646-253-5600
SCO Family of Services (Nurse-Family Partnership) 1221 Bedford Ave., 3 <sup>rd</sup> Floor Brooklyn, NY 11216		718-919-1284
East Harlem District Health Center (Newborn Home Visit Program) 158 East 115 <sup>th</sup> Street, Room 235 New York, NY 10029	Manhattan	212-360-5942
HHC: Health & Home Care (Nurse-Family Partnership) Kountz Pavilion 15 West 136 <sup>th</sup> Street, room 619 New York, NY 10037	Harlem	212-939-8500
Jamaica East (Nurse-Family Partnership) 166-10 Archer Avenue Jamaica, NY 11432	Queens	718-297-2820
Visiting Nurse Service of New York (Nurse-Family Partnership) 1200 Waters Place Bronx, NY 10461	Bronx	718-536-3789
Monroe County Department of Health (Nurse-Family Partnership) Maternal and Child Health 691 St. Paul Street, 4 <sup>th</sup> Floor Rochester, NY 14605-1798	Monroe	585-753-5437 1-877-316-1314
Onondaga County Health Department 501 East Fayette Street Syracuse, New York 13202	Onondaga	315-435-2000

**Community Health Worker Programs (CHWP)**

<b>Site</b>	<b>Target Area</b>	<b>Contact</b>
Albany County Health Department 175 Green Street Albany, NY 12201	Albany	518-447-4613
Brookdale University Hospital and Medical One Brookdale Plaza Brooklyn, NY 11212-3198	Brooklyn	718-240-8224

<b>Site</b>	<b>Target Area</b>	<b>Contact</b>
Buffalo Prenatal-Perinatal Network 625 Delaware Ave., Suite 410 Buffalo, NY 14202	Buffalo	716-884-6711
Chautauqua Opportunities 17 West Courtney Street Dunkirk, NY 14048	Dunkirk, Chautauqua	716-483-3337
Church Avenue Merchants Block Assoc 1720 Church Ave 2 <sup>nd</sup> floor Brooklyn, NY 11226	Brooklyn	718-287-2600
Harlem Hospital 506 Lennox Ave New York, NY 10037	Harlem	212-939-8294
Livingston County Health Department 2 Murray Hill Road Mount Morris, NY 14510	Livingston County	585-243-7299
Mid-Hudson Family Health Services 279 Main St. Suite 201 New Paltz, NY 12561	Poughkeepsie, New Paltz	845-452-3387
Morris Heights Health Ctr 85 West Burnside Avenue Bronx, NY 10453	Bronx	718-716-4400
Mount Vernon Neighborhood Health 107 West Fourth Street Mount Vernon, NY 10550	Mt Vernon, White Plains	914-699-7200
Nassau County Health Department 240 Old Country Road – Room 509 Mineola, NY 11501	Mineola Long Island	516-572-0953
Niagara Falls Memorial Medical Center 621 Tenth Street Niagara Falls, NY 14302	Niagara Falls, Tuscarora Nation	716-278-4623
Oneida County Public Health Department 800 Park Avenue – 8 <sup>th</sup> floor Utica, NY 13501	Utica, New Hartford, Camden	315-798-5655
Onondaga County Health Department 421 Montgomery Street Syracuse, NY 13202	Syracuse	315-435-3287
Orange County Health Department 124 Main Street Goshen, NY 10924	Middletown, Newburgh, Port Jervis	845-568-5284
Planned Parenthood of Northern New York 160 Stone Street Watertown, NY 13601	Evan Mills, Gouverneur, Massena	315-836-1569
Safe Space 295 Lafayette St. Suite 920 New York, NY 10012	Jamaica	718-526-2400
Shinnecock Indian Nation PO Box 1268 Southampton, NY 11969	Indian Reservation	631-287-6476
Suffolk County Health Department 225 Rabro Drive East Hauppauge, NY 11788	Amityville, Central Islip	631-854-4023

<b>Site</b>	<b>Target Area</b>	<b>Contact</b>
Sullivan County Public Health Services PO Box 590 50 Community Lane Liberty, NY 12754	Sullivan County	845-292-0100
Tuscarora Nation / Niagara Falls Memorial Med Ctr. 621 Tenth Street Niagara Falls, NY 14302	Indian Reservation	716-278-4843
Urban Health Plan 1070 Southern Boulevard Bronx, NY 10459	Bronx	718-542-5555
Whitney M. Young Troy Health Center 6-102 <sup>nd</sup> Street Troy, NY 12180	Troy, Rensselaer	518-833-6900

**NYS Perinatal Data by County**

**Attachment 8**

Source: 2002-2004 Vital Statistics Data as of September, 2006.

County	Pop. 2003	Births-Rates per 1,000 females (Age 15-44)		Teen Births (Age 15-17)		Out-Of-Wedlock		Infant Mortality (per 1,000 live births)		Births, Late/No PNC		Births, Early PNC	
		Total Births	Rate	Total	Percent age	Total	Percent age	Total	Rate	Total	Percent age	Total	Percent age
Allegany	11,133	1,627	48.7	45	2.8	495	30.7	11	6.8	55	3.6	1,270	83.5
Cattaraugus	16,976	2,934	57.6	103	3.5	1,035	36.9	18	6.1	146	5.6	2,001	76.9
Chautauqua	28,149	4,403	52.1	146	3.3	1,650	39.1	33	7.5	219	5.5	2,952	73.9
Erie	191,320	31,384	54.7	951	3	11,406	36.4	262	8.3	1,998	6.9	21,597	75.1
Genesee	12,022	1,896	52.6	25	1.3	623	32.9	9	4.7	92	5.1	1,340	74.4
Niagara	44,652	7,132	53.2	218	3.1	2,689	37.7	57	8	308	4.5	5,233	76.6
Orleans	9,447	1,399	49.4	63	4.5	600	43	5	3.6	66	5	1,024	77.8
Wyoming	7,871	1,300	55.1	21	1.6	366	28.2	7	5.4	44	3.5	1,011	80.4
Chemung	17,771	3,124	58.6	102	3.3	1,312	43	23	7.4	74	2.5	2,437	81.9
Livingston	14,987	1,926	42.8	20	1	573	29.8	6	3.1	74	4.1	1,468	81.1
Monroe	156,353	26,344	56.2	861	3.3	9,736	37	168	6.4	1,550	6.5	18,449	77.4
Ontario	21,034	3,376	53.5	59	1.7	972	28.9	17	5	123	4	2,486	80.3
Schuyler	3,695	572	51.6	23	4	209	37	6	10.5	17	3.1	424	77.7
Seneca	6,759	1,081	53.3	26	2.4	374	35.7	5	4.6	62	6.1	709	70.3
Steuben	19,654	3,382	57.4	81	2.4	1,282	38.2	19	5.6	167	5.2	2,417	75.7
Wayne	19,019	3,363	58.9	92	2.7	1,223	36.5	26	7.7	141	4.7	2,258	74.7
Yates	4,980	819	54.8	15	1.8	277	33.9	9	11	49	6.5	459	60.6
Cayuga	16,075	2,503	51.9	57	2.3	973	39.1	16	6.4	74	3	1,937	78.8
Cortland	11,519	1,595	46.2	37	2.3	572	35.9	7	4.4	54	3.6	1,215	81.2
Herkimer	12,590	2,082	55.1	80	3.8	823	39.6	15	7.2	93	4.6	1,472	72.2
Jefferson	23,911	4,760	66.4	89	1.9	1,350	28.5	32	6.7	143	3.1	3,618	78.7
Lewis	5,396	910	56.2	22	2.4	271	30	8	8.8	31	3.5	696	78.7
Madison	15,376	2,153	46.7	50	2.3	711	33.1	13	6	67	3.2	1,727	81.3
Oneida	45,454	7,675	56.3	239	3.1	3,178	41.4	67	8.7	367	4.9	5,515	73
Onondaga	98,970	16,836	56.7	536	3.2	6,546	38.9	142	8.4	758	4.6	12,706	76.4
Oswego	27,490	4,104	49.8	123	3	1,695	41.3	35	8.5	147	3.6	3,171	77.8
St Lawrence	23,611	3,651	51.5	102	2.8	1,381	38.4	24	6.6	109	3.1	2,831	81.3
Tompkins	28,052	2,723	32.4	40	1.5	741	27.6	13	4.8	74	2.9	1,998	77.4
Broome	41,381	6,163	49.6	188	3.1	2,195	35.7	45	7.3	178	3.2	4,482	80
Chenango	10,092	1,602	52.9	44	2.7	636	39.8	15	9.4	42	2.7	1,235	80.3
Tioga	10,360	1,756	56.5	45	2.6	405	27.7	18	10.3	43	3.4	1,005	80.3
Albany	66,148	9,509	47.9	250	2.6	3,464	36.4	77	8.1	424	4.7	7,160	79.3

**NYS Perinatal Data by County**

**Attachment 8**

Source: 2002-2004 Vital Statistics Data as of September, 2006.

County	Pop. 2003	Births-Rates per 1,000 females (Age 15-44)		Teen Births (Age 15-17)		Out-Of-Wedlock		Infant Mortality (per 1,000 live births)		Births, Late/No PNC		Births, Early PNC	
		Total Births	Rate	Total	Percent age	Total	Percent age	Total	Rate	Total	Percent age	Total	Percent age
Clinton	17,962	2,342	43.5	42	1.8	814	35.2	13	5.6	56	2.5	2,006	88.5
Columbia	11,720	1,824	51.9	40	2.2	618	35.9	13	7.1	103	6.6	1,142	73
Delaware	8,659	1,297	49.9	26	2	476	36.9	10	7.7	44	3.6	987	80.2
Essex	7,139	1,063	49.6	15	1.4	330	33.2	7	6.6	32	3.7	696	80.8
Franklin	9,388	1,451	51.5	48	3.3	624	43.5	10	6.9	38	2.7	1,093	79
Fulton	10,867	1,723	52.9	54	3.1	738	42.9	9	5.2	74	4.5	1,296	78.5
Greene	8,885	1,339	50.2	26	1.9	480	36	6	4.5	66	5.2	962	75.4
Hamilton	877	121	46	0	0	29	24	1	8.3	5	4.3	92	80
Montgomery	9,451	1,748	61.7	55	3.1	719	41.6	12	6.9	117	7.6	1,111	72.1
Otsego	14,154	1,655	39	38	2.3	531	32.1	9	5.4	52	3.2	1,345	82.9
Rensselaer	32,482	5,179	53.1	131	2.5	1,922	37.9	34	6.6	209	4.4	3,781	79.8
Saratoga	45,082	7,249	53.6	89	1.2	1,495	20.7	38	5.2	179	2.5	5,875	83.7
Schenectady	29,355	5,414	61.5	160	3	2,107	38.9	40	7.4	298	5.7	4,022	76.5
Schoharie	6,369	890	46.6	16	1.8	296	33.3	4	4.5	31	3.6	708	81.1
Warren	13,148	1,919	48.7	50	2.6	676	35.4	8	4.2	83	4.5	1,401	75.5
Washington	11,940	1,867	52.1	50	2.7	670	37.9	13	7	72	4.5	1,120	70.1
Dutchess	61,921	9,654	52	150	1.6	1,998	22	53	5.5	433	6.1	5,864	83
Orange	77,592	15,380	66.1	254	1.7	4,049	26.6	90	5.9	658	4.6	9,878	69.6
Putnam	20,294	3,524	57.9	21	0.6	292	8.9	16	4.5	57	1.8	2,760	86
Rockland	57,849	13,572	78.2	112	0.8	2,281	17.3	55	4.1	592	5	7,923	67
Sullivan	14,600	2,536	57.9	89	3.5	1,140	45.6	15	5.9	153	6.5	1,575	66.5
Ulster	37,279	5,459	48.8	112	2.1	1,871	34.5	29	5.3	219	4.5	3,785	78.1
Westchester	191,895	38,002	66	514	1.4	9,341	26.7	170	4.5	1,511	4.5	25,587	75.8
Bronx	322,685	67,247	69.5	2,763	4.1	43,666	65	494	7.3	4,457	7	45,602	71.5
Kings	563,643	118,632	70.2	2,806	2.4	51,323	43.3	795	6.7	7,418	6.5	81,210	70.8
New York	390,240	60,919	52	1,256	2.1	22,684	37.3	281	4.6	3,095	5.3	44,507	76.2
Queens	494,250	91,661	61.8	1,569	1.7	36,502	39.8	490	5.3	7,561	8.5	59,166	66.2
Richmond	99,786	17,598	58.8	294	1.7	4,973	28.3	88	5	563	3.3	14,293	83.2
Nassau	263,310	47,977	60.7	493	1	9,281	19.4	194	4	1,026	2.2	40,642	86.7
Suffolk	306,037	59,482	64.8	824	1.4	14,362	24.2	304	5.1	2,552	4.6	42,368	76.6

**NYS Perinatal Data by County**

**Attachment 8**

Source: 2002-2004 Vital Statistics Data as of September, 2006.

County	Pop. 2003	Births-Rates per 1,000 females (Age 15-44)		Teen Births (Age 15-17)		Out-Of-Wedlock		Infant Mortality (per 1,000 live births)		Births, Late/No PNC		Births, Early PNC	
		Total Births	Rate	Total	Percent age	Total	Percent age	Total	Rate	Total	Percent age	Total	Percent age
New York State Total	4,161,106	752,808	60.3	16,850	2.2	276,051	37	4,509	6	39,543	5.6	531,100	74.7

NYS Perinatal Data by County

Source: 2002-2004 Vital Statistics Data as of September, 2006.

County	LBW / Births <2500 Grams		Very LBW / Births <1500 Grams		Short Gestation / Births <37 Weeks		Newborn Drug Related/Discharge rate per 10,000		Postneonatal Mortality (per 1,000 live births)		Spontaneous Fetal Deaths- 20+ wks (per 1,000 live births)	
	Total	Percent age	Total	Percent age	Total	Percent age	Total	Disch. Rate	Total	Rate	Total	Rate
Allegany	118	7.3	27	1.7	175	11.4	2	13	6	3.7	10	6.1
Cattaraugus	187	6.6	28	1	309	11.3	3	12	5	1.7	22	7.4
Chautauqua	305	7	51	1.2	415	9.8	18	48.2	8	1.8	30	6.8
Erie	2,674	8.5	634	2	3,379	11.4	447	142.9	64	2	202	6.4
Genesee	112	5.9	24	1.3	174	9.6	24	133.9	2	1.1	17	8.9
Niagara	566	7.9	109	1.5	833	12.1	61	87.4	15	2.1	39	5.4
Orleans	86	6.1	13	0.9	139	10.5	7	53.2	3	2.1	6	4.3
Wyoming	66	5.1	19	1.5	124	9.9	9	71.9	4	3.1	8	6.1
Chemung	267	8.6	45	1.4	403	13.1	2	6.8	11	3.5	22	7
Livingston	107	5.6	20	1	164	9.1	7	38	2	1	7	3.6
Monroe	2,003	7.6	387	1.5	2,373	10	245	98.4	43	1.6	149	5.6
Ontario	206	6.1	29	0.9	273	8.8	11	36.4	7	2.1	19	5.6
Schuyler	34	5.9	10	1.7	55	10.1	0	0	2	3.5	7	12.1
Seneca	83	7.7	13	1.2	97	9.6	1	12.7	1	0.9	4	3.7
Steuben	260	7.7	54	1.6	344	10.7	5	15.3	5	1.5	22	6.5
Wayne	243	7.2	48	1.4	334	11.1	8	25.4	6	1.8	14	4.1
Yates	37	4.5	6	0.7	49	6.4	2	31.9	2	2.4	11	13.3
Cayuga	198	7.9	43	1.7	312	12.7	5	21.2	6	2.4	15	6
Cortland	122	7.7	13	0.8	132	8.9	4	24.9	0	0	9	5.6
Herkimer	131	6.3	34	1.6	206	10.1	1	5.3	0	0	13	6.2
Jefferson	326	6.9	68	1.4	434	9.4	6	12.7	3	0.6	38	7.9
Lewis	56	6.2	11	1.2	86	9.6	3	38	3	3.3	2	2.2
Madison	149	6.9	34	1.6	247	11.6	4	20.3	0	0	12	5.5
Oneida	675	8.8	136	1.8	947	12.5	36	45.6	16	2.1	47	6.1
Onondaga	1,394	8.3	296	1.8	1,976	11.9	288	173.9	31	1.8	102	6
Oswego	320	7.8	73	1.8	444	10.9	16	38.6	4	1	32	7.7
St Lawrence	259	7.3	48	1.4	355	10.1	9	28.2	8	2.2	21	5.7
Tompkins	182	6.7	31	1.1	279	10.7	5	19.1	4	1.5	9	3.3
Broome	447	7.3	91	1.5	568	10.1	21	33.9	10	1.6	49	7.9
Chenango	106	6.6	24	1.5	176	11.4	9	58.6	3	1.9	7	4.4
Tioga	139	8	39	2.2	183	11.3	4	38.1	4	2.3	7	4
Albany	801	8.4	168	1.8	995	11	82	87.3	20	2.1	50	5.2

NYS Perinatal Data by County

Source: 2002-2004 Vital Statistics Data as of September, 2006.

County	LBW / Births <2500 Grams		Very LBW / Births <1500 Grams		Short Gestation / Births <37 Weeks		Newborn Drug Related/Discharge rate per 10,000		Postneonatal Mortality (per 1,000 live births)		Spontaneous Fetal Deaths- 20+ wks (per 1,000 live births)	
	Total	Percent age	Total	Percent age	Total	Percent age	Total	Disch. Rate	Total	Rate	Total	Rate
Clinton	169	7.2	20	0.9	266	11.5	2	8.8	6	2.6	12	5.1
Columbia	131	7.2	29	1.6	163	9.4	3	19.7	4	2.2	12	6.5
Delaware	88	6.8	16	1.2	122	9.8	2	18	4	3.1	5	3.8
Essex	70	6.6	10	0.9	103	10	2	26	4	3.8	3	2.8
Franklin	112	7.7	17	1.2	164	11.5	2	13.8	3	2.1	10	6.8
Fulton	120	7	18	1	160	9.6	6	37.5	3	1.7	10	5.8
Greene	88	6.6	17	1.3	94	7.4	9	74.9	3	2.2	8	5.9
Hamilton	8	6.6	3	2.5	11	9.6	0	0	1	8.3	1	8.2
Montgomery	130	7.5	28	1.6	166	10.6	7	40.5	7	4	14	7.9
Otsego	126	7.6	23	1.4	151	9.3	5	31.3	2	1.2	5	3
Rensselaer	391	7.6	104	2	469	9.5	28	57.7	7	1.4	24	4.6
Saratoga	446	6.2	85	1.2	690	9.8	9	12.9	11	1.5	44	6
Schenectady	432	8	89	1.6	581	11	54	102.6	9	1.7	46	8.4
Schoharie	59	6.6	10	1.1	94	10.8	1	12	2	2.2	1	1.1
Warren	127	6.6	24	1.3	210	11.3	3	15.7	3	1.6	18	9.3
Washington	148	8	28	1.5	188	10.5	3	18.6	9	4.8	19	10.1
Dutchess	639	6.6	130	1.3	777	10.1	38	42.8	12	1.2	24	2.5
Orange	1,005	6.5	188	1.2	1,502	10.2	37	26.6	25	1.6	69	4.5
Putnam	236	6.7	43	1.2	357	10.3	5	15.5	1	0.3	13	3.7
Rockland	916	6.8	163	1.2	1,251	9.8	17	14.1	19	1.4	57	4.2
Sullivan	187	7.4	37	1.5	291	11.9	11	47.1	2	0.8	12	4.7
Ulster	384	7.1	70	1.3	493	10	20	42.3	12	2.2	37	6.7
Westchester	3,001	7.9	561	1.5	4,446	12.1	145	42.5	58	1.5	196	5.1
Bronx	6,419	9.5	1,398	2.1	8,264	12.7	758	122.2	169	2.5	861	12.6
Kings	10,196	8.6	2,026	1.7	14,645	12.5	598	53.3	262	2.2	1,322	11
New York	5,092	8.4	867	1.4	7,075	11.9	376	63.9	95	1.6	497	8.1
Queens	7,502	8.2	1,442	1.6	10,867	12	214	24	149	1.6	678	7.3
Richmond	1,386	7.9	239	1.4	2,186	12.5	74	42.9	18	1	137	7.7
Nassau	3,596	7.5	582	1.2	5,323	11.2	104	22.9	67	1.4	203	4.2
Suffolk	4,321	7.3	832	1.4	6,612	11.5	246	42.3	71	1.2	295	4.9

NYS Perinatal Data by County

Source: 2002-2004 Vital Statistics Data as of September, 2006.

County	LBW / Births <2500 Grams		Very LBW / Births <1500 Grams		Short Gestation / Births <37 Weeks		Newborn Drug Related/Discharge rate per 10,000		Postneonatal Mortality (per 1,000 live births)		Spontaneous Fetal Deaths- 20+ wks (per 1,000 live births)	
	Total	Percent age	Total	Percent age	Total	Percent age	Total	Disch. Rate	Total	Rate	Total	Rate
New York State Total	60,184	8	11,725	1.6	84,701	11.6	4,124	57.7	1,336	1.8	5,635	7.4

**Welcome Baby Workplan  
April 1, 2008 – June 30, 2009**

<b>Measurable Objective</b>	<b>Activities Related to Objectives</b>	<b>Time Frame</b>	<b>Person(s) Responsible</b>	<b>Methods of Evaluation</b>

**Attachment 10**  
**Vendor Responsibility Attestation**

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

**Choose one:**

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

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

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

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

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