

**RFA Number 0710250331**

**New York State  
Department of Health  
*Division of Family Health/Center for Community Health*  
Regional Osteoporosis Resource Centers  
Request for Applications**

**Questions Due: June 9, 2009**  
**Letter of Interest Due: June 23, 2009**  
**Applicant Conference On: June 30, 2009**  
**Questions and Answers Posted: July 3, 2009**  
**Applications Due: July 10, 2009; 4:00pm**

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## **I. Introduction**

### **A. Description of Program**

The New York State Department of Health (DOH) announces the availability of funds to develop regional osteoporosis resource centers called New York State Osteoporosis Prevention and Education Programs (NYSOPEP) in New York State.

In 1997, Article 27A of the Public Health Law established the NYSOPEP within the New York State Department of Health. This educational initiative makes it possible for all New Yorkers (the general public and medical professionals) to learn about the causes of osteoporosis, the value of prevention and early detection, and options for treatment.

The eligibility criteria, project objectives and anticipated grant awards are outlined in this RFA. This RFA also provides guidance as to the specific elements that should be included for an application to be considered for funding.

The successful applicants will provide osteoporosis prevention and education services in one of the following 5 regions: 1) Western New York, which include Chautauqua, Cattaraugus, Allegany, Steuben, Chemung, Schuyler, Yates, Seneca, Ontario, Wayne, Monroe, Orleans, Niagara, Erie, Genesee, Livingston, Wyoming counties, 2) Central New York, which include Tioga, Broome Chenango, Cortland, Tompkins, Cayuga, Onondaga, Madison, Oneida, Oswego, Jefferson, Lewis, Herkimer, and St. Lawrence counties, 3) Long Island, which will include Nassau and Suffolk counties, 4) Metropolitan Region, which includes Bronx, Kings, New York, Queens, and Richmond counties; and 5) Northeastern, New York, which includes Franklin, Clinton, Essex, Hamilton, Warren, Washington, Saratoga, Fulton, Montgomery, Schenectady, Rensselaer, Albany, Otsego, Schoharie, Delaware, Greene and Columbia counties. The NYSOPEP Center located at Helen Hayes Hospital, West Haverstraw, New York, will continue to provide services in the Mid Hudson counties of Dutchess, Putnam, Westchester, Rockland, Orange, Sullivan, and Ulster.

### **B. Background / Intent**

NYSOPEP regional centers were established in New York State to promote osteoporosis awareness, education and leadership. Helen Hayes Hospital is the NYSOPEP Coordinating Center. In that capacity, the coordinating center at Helen Hayes Hospital provides leadership to the other regional resource centers, serves as a clearinghouse for the dissemination of osteoporosis information and works with each regional center to assure that osteoporosis information disseminated and education programs provided throughout New York State are current, evidence-based and consistent.

The Coordinating Center and the regional centers share resources and implement educational programs relating to osteoporosis prevention, diagnosis and treatment throughout New York State. Together, the coordinating center and regional centers work toward achieving the overall goal of NYSOPEP: to reduce the incidence of osteoporosis-related fractures by providing a comprehensive program of public and professional education regarding the prevention, diagnosis and treatment of osteoporosis.

Article 27A of the Public Health Law also established the Osteoporosis Advisory Council that advises the Department of Health on the prevention and treatment of osteoporosis, including the development of education materials and the establishment of public and professional education campaigns. The Council members are available to provide guidance and advice to the regional centers as well.

The Bureau of Women's Health in the NYS Department of Health is responsible for contract management for each regional center; serves as the liaison with the Advisory Council; and helps to promote partnerships between NYS DOH, NYSOPEP and other interested groups.

### **C. Problem/Issue Resolution Sought**

The goal of NYSOPEP is to reduce the incidence of osteoporosis-related fractures, by providing a comprehensive program of public and professional education regarding the prevention, diagnosis and treatment of osteoporosis.

Osteoporosis is a bone disorder that results in the reduction of bone tissue and compromises the skeleton to the extent that fractures occur with minimal or trivial trauma. Each year in the United States, approximately 1.3 million fractures are associated with osteoporosis. About 300,000 of these are hip fractures, most of which require hospitalization. Hip fractures alone cost the nation up to \$19 billion a year for acute and chronic health care. (1) There are, of course, other costs such as lost productivity, caregiver time, and stress on the individual and the family. Many of the victims of this disease who incur fractures never fully recover to lead active, independent lives, and about 20% of those who suffer hip fractures die within one year of their fractures.

In 2002 in NYS, it was estimated that there were approximately 3 million New York women and men who have osteoporosis or low bone mass. It is also estimated that about 77 percent of individuals with osteoporosis disease are undiagnosed. It is projected that by 2020, the number of New Yorkers with these conditions will increase by 25 percent to exceed 3.75 million. In 2000, New Yorkers suffered more than 77,000 bone fractures, at an estimated cost of \$821 million. NYS hospital discharge data (SPARCS) reveals that 58% of these costs were related to inpatient hospital stays.

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1 National Osteoporosis Foundation; <http://www.nof.org/osteoporosis/diseasefacts/.htm>; January 8, 2009

Approximately 5.1 million New Yorkers age 50 and older are at risk for osteoporosis. People with mobility limitations are also at increased risk for this disease, often at much younger ages. By the year 2025, the total medical cost of osteoporosis in New York is expected to reach \$1 billion per year.

Low bone mass and osteoporosis are not diseases that solely affect the elderly or a few unique individuals. Rather, these conditions are the consequence of behavioral, nutritional, developmental and genetic factors across the lifespan that can affect both men and women. Many of the costs associated with this disease are avoidable since much is already known about how to effectively prevent, diagnose and treat bone disease.

According to the *Surgeon General's Report on Bone Health and Osteoporosis (2004)*, great improvements in bone health can be made simply by applying existing information about prevention, assessment, detection, diagnosis and treatment. The biggest problem is a lack of awareness of bone disease among both the public and health care professionals. In fact, many individuals and even some in the medical community believe that osteoporosis is a natural consequence of aging and that nothing can be done about it. A nationwide survey found that although many women have some knowledge about osteoporosis, they are not taking the key steps to reduce their risk of the disease and protect their bone health. Furthermore, it was reported that only half of women with some knowledge of osteoporosis had spoken to their doctor about osteoporosis.

The vision for New York's osteoporosis prevention and education program is to demonstrate that osteoporosis-related issues affect individuals of many ages, their families, employers and health care providers. A key task will be to provide accurate, meaningful information about osteoporosis to a wide range of groups, including teachers, parents, children, patients, health care providers and caregivers. When armed with a clear understanding about the basic mechanisms of the disease, how it develops and whom it affects, the public will be more likely to adopt behaviors to prevent osteoporosis or, at least, reduce its devastating consequences.

It is expected that applicants who receive awards from this solicitation will work with the NYSOPEP Coordinating Center at Helen Hayes Hospital and the other regional centers to alert individuals and the medical community about the importance of maintaining bone health and the impact of osteoporosis on overall health and well-being. This will include providing education and information on the need to take action to ensure the timely prevention, assessment, diagnosis and treatment of the disease and osteoporosis-related fractures.

The New York State Department of Health is soliciting applications from health-related community organizations to serve as NYSOPEP regional osteoporosis resource

centers. The activities and services of the NYSOPEP centers are described below, in section III - A.

#### **D. Anticipated number of awards and funding levels**

It is anticipated that approximately five awards will be made as a result of this RFA for up to **\$59,100** each. These awards will be contingent upon sufficient funding being made available in the State budget. It is expected that the first contract term will be January 1, 2010 to December 31, 2010. This contract may be renewed each year for a total of up to five years, based on provider performance and the availability of funds. Applicants proposing to serve more than one of the 5 regions of the state, as defined in the Introduction, Description of the Program section of this RFA, must submit a separate, complete application for each region. **Single applications to serve multiple regions of the state will be disqualified.**

### **II. Who may Apply**

#### **A. Minimum Eligibility Requirements**

Not-for-profit, health-related community organizations with a 501 (c) (3) designation, including partnerships with incorporated lead agencies, and other not-for-profit, community-based organizations are eligible to respond to this RFA. Eligible organizations are defined as follows:

- A not-for-profit incorporated organization delivering health care services such as a hospital, a medically-affiliated academic institution, or a community-based organization with the demonstrated capacity and expertise in the subject area of this Request for Application and with the ability to create a regional capacity to accomplish the stated deliverables;
- A not-for-profit incorporated organization with the ability to serve as a regional resource to promote and effectively coordinate primary, secondary and tertiary prevention activities related to osteoporosis and its risk factors.

Applications must be for an entire catchment area in order to receive an award. The five centers selected will each serve different geographic areas in New York State. Applicants proposing to serve the entire catchment area will be given preference in the review of applications for funding.

#### **B. Preferred Eligibility Requirements**

Preference will be given to those applicants able to demonstrate their agency's

experience and competence in the provision of these services. Demonstrated ability of the applicant to reach a large number of state residents and healthcare providers in the target area will be a prime consideration in the application review process.

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

#### **A. New York State Osteoporosis Prevention and Education Program (NYSOPEP): Roles and Responsibilities**

1. The purpose of the NYSOPEP is to reduce the incidence of osteoporosis-related fractures, by providing a comprehensive program of public and professional education regarding the prevention, diagnosis and treatment of osteoporosis. Preventing osteoporosis requires that each regional center will establish a public awareness and outreach campaign, utilizing NYSOPEP educational materials, to help inform the public and health care professionals about measures that can be taken to enhance bone mass and reduce the likelihood of osteoporotic fractures later in life. Because osteoporosis is more prevalent in women, the education campaigns will emphasize risk factors and prevention opportunities of which women should be aware.

2. The NYSOPEP focuses on all three levels of prevention-- primary, secondary and tertiary. In an effort to meet the critical need for accurate and persuasive information about osteoporosis, the selected regional centers will act to expand the public awareness initiative with education strategies that are ethnically, racially and culturally appropriate for individuals of all ages. These strategies will address:

- Primary prevention to give individuals the opportunity to prevent osteoporosis through lifestyle changes, starting intervention in childhood and continuing throughout the life span;
- Secondary prevention so that individuals can benefit from early detection and diagnosis, as well as appropriate treatment; and
- Tertiary prevention for individuals with osteoporosis or those with low bone mass at greatest risk for osteoporosis, primarily through patient education and support groups, to reduce the risk of fracture.

Ultimately, NYSOPEP aims to educate the public, at all ages, to be aware of the benefits of proper nutrition and physical activity, how osteoporosis develops and progresses, and the consequences of the disease. NYSOPEP also assists health care professionals to be aware of the most current scientific information available on the diagnosis, prevention and treatment of this disease and to improve their practical

application. Each regional center will be required to work closely with the Coordinating Center to maximize the effectiveness of its activities.

3. Each Regional Osteoporosis Resource Center will be specifically responsible for the following deliverables:

a. Develop, implement and evaluate, in collaboration with the Coordinating Center and the other regional centers, a public awareness and outreach campaign. This will include the dissemination of NYSOPEP educational materials to inform the public, especially women and health professionals. Regional centers are expected to participate in resource sharing with the above centers. This includes sharing of any of prevention and education materials developed by regional centers across the state.

Regional centers are expected to work together to increase awareness about osteoporosis prevention and education services offered locally by routinely providing updates to the NYSOPEP website ([www.nysopep.org](http://www.nysopep.org)). Materials will include information about measures that can be taken to enhance bone mass and reduce the likelihood of fracture later in life.

Channels for such dissemination include organizations and media with access to:

- Large numbers of women
- Practitioners of gerontology and geriatrics
- HMOs
- Hospitals
- Mobile care units
- Health-oriented places of business
- Local departments of health
- Health care practitioners
- Walk-in medical centers
- Ambulatory surgery centers
- Worksites
- Other organizations serving populations at risk

- b. Provide regional osteoporosis training, developed in collaboration with the Coordinating Center and other regional centers, for health professionals about the prevention, diagnosis and treatment of osteoporosis and provide training so that health professionals can impart the most current information to their patients.
- c. Establish and/or maintain osteoporosis resource centers within the regions for which funds are being requested.
- d. Establish and/or maintain a leadership position in education and outreach regarding osteoporosis issues in the communities served by the regional center.
- e. Collaborate with other community agencies to promote prevention and healthy lifestyle behaviors. Collaborations should include community service providers,

employers, physical activity facilities, independent living centers, educational institutions and other community organizations/groups.

- f. Conduct outreach activities and health promotion interventions targeted toward specific at-risk population groups and institutions. At a minimum, interventions should include strategies for proper nutrition, increased physical activity, and avoidance of tobacco and excess alcohol. Examples of such population groups include adolescent and early adult women, menopausal women, the elderly, people with disabilities and mobility limitations and various ethnic groups.
- g. Implement and maintain, by working with the Coordinating Center and other regional centers, an evaluation plan that focuses on measures of changes in behavior and clinical outcomes.
- h. Develop at least one osteoporosis education/support group.
- i. Submit quarterly, annual and final reports to the Department of Health in accordance with state contract requirements.

Note: All interventions and educational materials must be pre-approved by the Department of Health.

4. The role of the Coordinating Center at Helen Hayes Hospital is to:

- a. Provide leadership, coordination, consultation and technical support and assistance to regional centers;
- b. Work with each regional center to assure that osteoporosis information disseminated and education programs provided throughout New York State are based on current information, are evidence-based, and are consistent with Information being presented by the Coordinating Center;
- c. Serve as a clearinghouse for osteoporosis prevention and education materials including regional center-generated materials with statewide applicability;
- d. Promote resource sharing among the NYSOPEP centers and follow-up on issues related to the program. This will include updating centers on the latest research and practice guidelines, promoting the use of approved NYSOPEP materials, and determining training/educational needs to be addressed at grantee meetings. The Coordinating Center oversees the planning of the statewide observance of the annual National Osteoporosis Awareness Month and updates the NYSOPEP website with regional center activities and calendars of events based on information provided by each regional center;

- e. Promote the dissemination of regional center educational materials and other resources that have statewide applicability. Encourage regional centers to develop programs that could be used throughout the state;
- f. Conduct regular conference calls with the regional centers to provide an opportunity for resource sharing, including regional updates on activities with statewide applicability, problem solving and promoting activities that can improve the effectiveness of each regional center and NYSOPEP as a statewide program.

## **B. Project Narrative**

The Department will support Regional Osteoporosis Resource Centers to provide osteoporosis prevention and education services throughout New York State. Successful applicants will convey a thorough understanding of the cultural and ethnic composition of the community they serve and how these factors must be considered when providing education and information to diverse groups within the community. A description of the project and outreach activities targeting underserved and/or minority populations should be provided. Applicants should describe their capacity to function effectively within the context of cultural beliefs, behaviors and needs presented by underserved and/or minority populations within the community they serve.

Regional Osteoporosis Resource Centers will conduct a systematic assessment of activities undertaken to accomplish the major objectives of the program. This assessment should include a description of methodology (including a description of tools used and data gathered), the number of people to be reached, and the anticipated impact of each activity. Applicants should include a description of activities likely to be successful in reaching ethnic and culturally diverse groups in their catchment area. Progress regarding numbers reached and impact will be reflected in the reports that the awardees are required to submit throughout the year.

Topics to be covered in the systematic assessment include:

- Outreach to the community regarding osteoporosis;
- Linkages with community agencies to promote prevention and healthy lifestyle behaviors;
- Responsiveness to changes in community demand, advances in public health, medical technology, diagnosis and treatment;
- Extent of reach with respect to community and professional education;

- Creation of partnerships (health and human services, the education community, other community groups) and mobilization of service providers (e.g., healthy heart programs, hospitals and nursing homes, schools, local health departments and offices for the aging, Ob/Gyn clinics, family planning programs, prenatal care assistance programs, WIC clinics, recreation groups, senior organizations) to address osteoporosis issues;
- Ensuring diversity of program services;
- Influence of osteoporosis information on women's knowledge, behavior and attitudes;
- Interventions to prevent and reduce falls that result in injuries;
- Evidence of resource sharing with other centers across the state and support of the NYSOPEP website;
- Professional teaching/education opportunities (both traditional and innovative);
- Effecting community and individual lifestyle changes (improved nutrition, increased physical activity, tobacco avoidance), and;
- Improving appropriate healthcare utilization (including bone density testing) as a result of the public awareness and outreach campaign.

### **C. Reporting Requirements**

If funded, the successful organization must provide the New York State Department of Health with the following:

- Quarterly financial, statistical and progress reports in the format requested, due 45 days after the quarter ends;
- An annual narrative report, due 45 days after the grant year ends; and,
- A 5-year narrative report, due 60 days after the 5 year cycle ends.

### **D. Projected Number of Awards and Funding**

It is anticipated that up to five successful applicants will be awarded grant funds of up to **\$59,100** each to serve one of the five regions named on page 3. A portion of the project's costs should be borne by other sources such as agency funds, business, local government, other State or Federal funds, or funds provided by the community. Support can be represented through coverage of direct costs or in-kind contributions (exclusive of volunteer hours). Although there is no specific percentage match

requirement, applicants should clearly demonstrate on the budget forms provided that a portion of the NYSOPEP project is supported by other funds.

Funds awarded as a result of this RFA must be used to supplement, not supplant, resources available to the applicant to provide osteoporosis prevention and education services within their catchment area.

## **E. Application Content**

Completed applications should include the following sections in the following order. A *Grant Application Checklist (Attachment 2)* has been provided as a guide. Each section will be weighted as indicated, and page limitations must be adhered to. **Any pages that exceed the page limit for the section will not be read by reviewers.**

### **1. Application Cover Sheet**

**[0 Points]**

The cover sheet (**Attachment 3**) should be the cover of your application and should include relevant information about your agency, including type of organization, region to be served, years of experience, target area and the amount of funding requested. The cover sheet should be signed and dated by an individual authorized to sign for the applicant organization.

Each of the following sections should be titled and follow the order presented below.

### **2. Executive Summary**

**[5 Points]**

(No more than 2 pages)

Summarize the proposed program in no more than two pages. Clearly describe the purpose of the program and results to be accomplished. If applicable, indicate if you are submitting an application as the lead institution for a group of agencies and include evidence of intent to collaborate by submitting with your application cover sheet (attachment 3) a formal agreement with other institution(s) to provide services to cover the entire region.

Include a description of the cultural and ethnic composition of the target population and the communities you serve, and how prevention and educational services incorporating cultural factors and/or social circumstances can influence a client's awareness of and ability to change behaviors. Describe how you would measure the results of prevention and education initiatives. Ensure that all objectives (deliverables) are addressed, however briefly.

**3. Organizational Experience and Capability**  
(No more than 4 pages)

**[20 Points]**

In four pages or less describe your agency, services and capacity and how the program will be integrated within your agency.

Applicants will be judged on the basis of agency capacity to conduct the proposed program and evidence of prior success with similar initiatives. Detail the organization's overall purpose, current major activities of the organization, and future goals.

Clearly describe the organization's qualifications. Provide a clear summary of the organization's prior accomplishments as a service provider, as a leader in prevention initiatives, including examples of past and present successful collaborative efforts with other agencies to disseminate prevention and healthy lifestyle behavior messages. In addition, describe organization's ability to provide financial support and its commitment to meet the goals of the proposed osteoporosis prevention and education services. Applicants should show how they would obtain and maintain funding to support this project in the future. Give specific information of local support (in the form of funding, volunteer involvement, in-kind contributions, etc.) which the organization has experienced in the past year, or which is anticipated in the immediate future (i.e. first year of contract).

As an appendix to your application, provide a current agency organization chart, which includes a clear representation of where your proposed project will fall within your management structure. The organizational chart does not count towards the 4 page maximum for this section.

Include evidence of the degree of local community support for the organization's overall program and of community coordination and cooperation (collaborative, consultative, referral and advisory relationships). This evidence may take the form of written agreements and/or current letters of support, specifying the exact nature of the support or activities to be provided. Also include evidence of cooperation from local groups and/or statements of endorsement from relevant organizations, agencies, and individuals. These do not count towards the 4 page maximum for this section.

Applicants should clearly demonstrate their ability to serve as a resource for information on osteoporosis prevention and education initiatives. This might include a summary of examples of educational materials previously produced in either printed format, publicly available information via agency website, media or successful training programs.

Applicants should show how they collaborate with other agencies and/or programs within the community. The regional center's ability to tap community expertise, link community resources and accommodate the needs of the community, including the organization's ability to engage ethnic and culturally diverse and hard to engage

populations, should be clearly reflected in this section.

Applications must include a signed statement of intent to work cooperatively with the Coordinating Center at Helen Hayes Hospital (see attachment 9), and the other regional centers in the state for the duration of the project. This does not count toward 4 page maximum. Failure to include the signed statement of intent will result in disqualification of the application from review.

#### **4. Description of Need**

**[15 Points]**

(No more than 4 pages)

Applicants should assess the needs of the community, relative to gaps in osteoporosis knowledge, service utilization and resources. Programs should be able to demonstrate a thorough understanding of the community they serve, including the cultural and ethnic composition of the target population. Specify the geographic area and the population to be served, including a demographic description of the cultural, ethnic, age and income distribution of the population, and the specific problems, gaps and unmet needs in the community regarding osteoporosis prevention. (See page 3 for a list of counties included in each region).

Clearly demonstrate any barriers the program anticipates encountering and steps that may be taken to meet the goals of this program. Applicants should describe their demonstrated expertise in reaching these communities, or discuss how this expertise will be secured.

Include supporting documentation (does not count towards 4 page limit), i.e., statistics, studies and reports, which indicate the extent of the problem in your area. Identify other services available to address local problems and discuss their ability to meet the local need. Gaps in service should be identified and a plan to address those gaps provided.

Include a brief description of any contractual arrangements for consultation or training with agencies/organizations knowledgeable about the targeted communities, as appropriate. Project outreach and prevention activities should include reaching out to providers for training and technical assistance to accomplish the goals of this program.

#### **5. Work Plan Narrative and Proposed Program Activities**

**[30 Points]**

(No more than 6 pages – exclusive of Work Plan Work Sheets)

The proposed work plan is a very important part of the application. Applicants should submit a narrative work plan that fully explains the proposed program and addresses each of the deliverables (objectives) detailed on pages 7, 8 and 9 of this RFA. In the narrative, succinctly describe measurable program deliverables to be accomplished

during the grant period. Where appropriate, include a detailed description of each deliverable as well as information on the projected number of clients to be served. A description of the outreach and prevention activities targeting underserved and/or minority populations should be clearly delineated. Carefully review the roles and responsibilities of Regional Centers as stated in this RFA. Include all required activities in your response. The narrative section should describe for each deliverable:

- The kind and quantity of work and activities that will be implemented to obtain the desired outcome;
- Specific activities and who will be responsible for those activities; and,
- How progress will be determined and methods of evaluation.

Moreover, the work plan work sheets, **Attachment 5**, must be completed and address the deliverables as listed. The work sheets should be consistent with the narrative work plan and deliverables provided on pages 7, 8 and 9 of this RFA.

**6. Budget and Staffing Plan**  
(No-page Limit)

**[20 Points]**

The budget should be sufficient to accomplish expected deliverables as addressed in the work plan. Budget data should be submitted in the format described. **Complete instructions and budget forms (Attachment 6) are included.**

**Applicants must submit a 12-month budget, assuming a January 1, 2010 start date.** All costs must be related to the functions of the regional resource center, as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted in narrative form.

For all existing staff, the Budget Justification should delineate how the percentage of time devoted to this initiative has been determined. This funding may only be used to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities.

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

Administrative costs are limited to 10% of your grant amount. These costs must be identified individually as budget line items to be eligible for grant funding, not as a lump sum; i.e. a flat 10% cannot be applied in an administrative cost line. Indirect costs will not be allowed against New York State grant funds. Administrative costs, for the purposes of this grant, are those costs that can be readily identified or that can be allocated appropriately, for example, time dedicated to the project by the Executive

Director, personnel office, audit related costs, payroll, and/or various fiscal functions.

Applicants should provide current job descriptions, which indicate the title, function, specific responsibilities, and required qualifications for all staff, existing and proposed. Include resumes for the project director and all paid project staff, even if their salaries are paid in part or in total by another funding source. Indicate the number of hours per week that individual staff will devote to this project.

In addition to the budget discussed above, include an agency-wide budget, or in the case of hospitals, a department-wide budget, which provides information related to all contracts received by the agency (or department, as appropriate). This agency/department-wide budget should clearly specify personnel and non-personal service costs being budgeted to other contracts in comparison to the osteoporosis prevention and education contract. Wherever possible, include agency staff names to enable the reviewers to compare cost allocations.

## **7. Program Evaluation**

**[10 Points]**

(No more than 2 pages)

Include a clear description of the steps to be taken to monitor and evaluate program performance throughout the grant period. Describe how the agency's progress toward fulfilling stated goals and objectives, as funded by this grant program, will be monitored. Describe data collection activities in support of evaluation.

This section should address the topics described in **Section III. Project Narrative/Work Plan Outcomes, B** and reflect a coherent center evaluation plan that integrates with a statewide effort.

Describe the following:

- a. How center activities in the implementation plan will be monitored to ensure that they are proceeding as planned (include a brief description of monitoring tools and processes);
- b. How the center will assure the conduct of process evaluation during developmental and implementation, and maintenance phases (include brief description of evaluation tools and data collection activities);
- c. The specific purposes of the educational and prevention activities, outcomes desired, how they will be assessed and measured, the frequency of measurements, and how the results will be reported and used to maintain the course of the center's goals, and;
- d. The at-risk group(s) targeted for focused outreach and education (includes outcome measures and anticipated impact).
- e. How the center evaluation plan will integrate with a statewide effort and how the center plan could be modified for use on a statewide basis.

If funded, the applicant organization must provide to the New York State Department of Health quarterly financial, statistical and progress reports, an annual narrative report, a five-year narrative report and a financial audit in accordance with contract requirements. In addition, the Department of Health will conduct site visits and evaluations as necessary.

#### **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. The department is responsible for the requirements specified herein and for the evaluation of all applications.

##### **Question and Answer Phase:**

All substantive questions must be submitted in writing by June 9, 2009 to:

Annette Johnson  
Program Manager  
NYS Osteoporosis Prevention and Education Program  
Bureau of Women's Health  
New York State Department of Health  
Empire State Plaza, Corning Tower, Room 1805  
Albany, NY 12237  
AMJ02@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 the program contact at (518) 474-1911. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than related to the substance of the application.**

Prospective applicants should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, must be raised prior to the submission of an application. See the paragraph titled "Applicant Conference and Letter of Interest" (below) to determine how to receive department responses to questions.

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, or official applicant conference minutes), please complete and submit a letter of interest (see attachment 7). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

Written answers to all questions raised will be provided on or before **July 3, 2009** to all agencies submitting a Letter of Interest and/or registering for the Applicant Conference.

Please note that submission of a letter of interest is not a requirement for submitting an application.

### **Applicant Conference and Letter of Interest**

- **An Applicant Conference will be held.**

This conference will be held via conference call on **June 30, 2009, 10am – Noon**. The Department requests that potential applicants register for this conference by so indicating on the Letter of Interest which is due **June 23, 2009**, in order to ensure that adequate accommodations are made for the number of prospective attendees.

Registration for the Applicant Conference will result in a sufficient number of telephone lines available for the call, will provide you with the conference call-in information and will ensure that you receive all written responses to provider questions. Failure to attend the Applicant Conference will not preclude the submission of an application.

- **Letter of Interest**

Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest must be received by **June 23, 2009**, at the address shown in paragraph B (above) in order to automatically receive responses to written questions, including those questions raised at the Applicant Conference, official Applicant Conference minutes, and any updates/modifications to this RFA. Failure to submit a Letter of Interest will not preclude the submission of an application. A sample Letter of Interest format is included as **Attachment 7** to this RFA.

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

Applications must be **received** at the following address by **4:00PM, July 10, 2009**. Applicants proposing to serve more than one of the 5 regions of the state, as defined in the Introduction, Description of the Program section of this RFA, must submit a separate, complete application for each region. Single applications to serve multiple regions of the state will be disqualified. Late applications will not be accepted. It is the applicant's responsibility to see that applications are delivered to Empire State Plaza Room 1805, Corning Tower; prior to the date and time specified above. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

NYS Osteoporosis Prevention and Education Program  
Bureau of Women's Health  
New York State Department of Health  
Empire State Plaza  
Corning Tower, Room 1805  
Albany, NY 12237

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

#### **E. The Department of Health Reserves the right to**

1. Reject any or all applications received in response to this RFA.
2. 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 State Comptroller.

It is expected that contracts resulting from this RFA will have the following time period: January 1, 2010 to December 31, 2010. This contract may be renewed each year, for a total of up to five years of funding, based upon provider performance and the availability of funds.

#### **G. Payment & Reporting Requirements**

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

Fiscal Unit, Division of Family Health  
NYS Department of Health  
Corning Tower, 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 reports.

The grant applicant shall submit the following periodic reports on a timely basis (within forty-five days of the end of the quarter): substantive quarterly reports and quarterly data in a format prescribed by the Department, and a cumulative end of contract period report addressing all objectives and process implementation activities and outcomes, per the approved work plan 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 file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](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 website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants need to also complete and submit the Vendor Responsibility Attestation (Attachment 4).

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.

**Failure to complete and submit these forms may result in a determination of non-responsiveness and disqualification of the application.**

## **I. General Specifications**

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.

Applicant 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.

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.

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.

#### 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	Work Plan
APPENDIX X	Modification Agreement Form
APPENDIX E-	Unless the Contractor is a political sub-division of New York State, the Contractor shall provide proof, completed by the insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

- **CE-200** – Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; **OR**
- **C-105.2**, Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; **OR**
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, **OR GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **CE-200** – Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; **OR**

- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

**NOTE: Do not include the Workers' Compensation and Disability Benefits 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 Format**

All applications should be stapled or bound with soft covers (no hard cover binders) typed in 12 pt. or larger type, single-spaced, with minimum 1 inch margins all around. All copies should be legible, 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 work plan work sheets, 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. Coversheet	(1 page)	(Maximum Score: 00 points)
2. Executive Summary	(2 pages)	(Maximum Score: 05 points)
3. Organizational Experience	(4 pages)	(Maximum Score: 20 points)
4. Description of Need	(4 pages)	(Maximum Score: 15 points)
5. Work Plan and Activities	(6 pages)	(Maximum Score: 30 points)
6. Budget and Staffing	(No page limit)	(Maximum Score: 20 points)
7. Program Evaluation	(2 pages)	(Maximum Score: 10 points)

### **B. Review Process**

Applications meeting the guidelines set forth in the seven items above will be reviewed and evaluated competitively by the NYSDOH, Division of Family Health, Bureau of Women's Health.

Applications with scores of 60 or above will be eligible for consideration for awards. The highest scoring applicant in a region will receive an award for that region.

Applications must be for the entire catchment area in order to receive an award. To

ensure geographic distribution of programs across the state, if an acceptable application scoring 60 or above in a given region is not received, the Department of Health reserves the right to provide additional funds to the highest scoring applicant receiving an award to serve a contiguous region, to cover those additional counties. If an applicant does not agree to add to its service area, the next highest scoring contiguous applicant will be contacted. If no applicant can be found to cover the additional counties, the Department reserves the right to reconfigure the regions and adjust awards accordingly to allow for redistribution of the funds allocated for the region for which an applicant cannot be identified to the regions with successful applicants.

Within a selected multi-county geographic region, the Department will consider collaborative applications for eligible entities if one entity serves as the lead institution. Collaborative applicants must demonstrate, through a formal agreement with other institution(s) that they can provide adequate services to the entire region. The formal agreement between institutions **must be submitted with the lead agency's application**.

NYS Department of Health reserves the right, if none of the above applies and all applicants in a contiguous region decline to add an unserved area to their application, to release an RFA for services in the unserved areas, if sufficient funding is available.

Following the awarding of grants from this RFA, unsuccessful 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 only.

## **VI. Attachments**

Attachment 1:	Standard Grant Contract with Appendices
Attachment 2:	Grant Application Checklist
Attachment 3:	Application Cover Sheet
Attachment 4:	Vendor Responsibility Attestation & Questionnaire
Attachment 5:	Work Plan Worksheets
Attachment 6:	Budget Instructions and Budget Format
Attachment 7:	Sample Letter of Interest and Conference Registration
Attachment 8:	Public Health Law § 2706 and § 2707
Attachment 9:	Coordinating Center and Regional Resource Center Collaboration Agreement

# Attachment 1

## Standard Contract

Please note the standard contract contains program specific appendices that will be provided to your agency in the actual contract if your program is funded.

These appendices include:

APPENDIX A	Standard Clauses as required by the Attorney General for all State Contracts.
APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Program Workplan
APPENDIX 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 ("HIPAA") Business Associate Agreement ("Agreement") Governing Privacy and Security APPENDIX H Federal Health Insurance Portability and Accountability Act ("HIPAA")

# GRANT CONTRACT (STANDARD)

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

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## OTHER APPENDICES

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

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

\_\_\_\_\_  
\_\_\_\_\_  
CONTRACTOR

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

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

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

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

STATE AGENCY

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

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

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

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

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

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

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

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**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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# 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 A1.

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

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

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

## II. Payment and Reporting

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

## III. Terminations

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

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

#### IV. Indemnification

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

#### V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

#### VI. Safeguards for Services and Confidentiality

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

APPENDIX A-1  
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

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

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

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

subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
  - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
  - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
  - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol

treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the

prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

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

proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
  7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
  8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
  9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
  10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
  11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
  12. Other Modifications
    - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
      - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
      - ◆ Appendix C - Section 11, Progress and Final Reports;
      - ◆ Appendix D - Program Workplan will require OSC approval.
    - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a

Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.



## APPENDIX 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:

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

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

- ❶ the end of the first monthly/quarterly period of this AGREEMENT; or
- ❶ 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.

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

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

## 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.

Agency Code 12000  
APPENDIX X

Contract Number: \_\_\_\_\_

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

Amendment Number X-\_\_\_\_\_

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- \_\_\_\_\_ Modifies the contract period at no additional cost
- \_\_\_\_\_ Modifies the contract period at additional cost
- \_\_\_\_\_ Modifies the budget or payment terms
- \_\_\_\_\_ Modifies the work plan or deliverables
- \_\_\_\_\_ Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Adds the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Other: (describe) \_\_\_\_\_

This amendment *is* / *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

This will result in new contract terms of:

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: \_\_\_\_\_

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

Amendment Number: X-\_\_\_\_\_

-----  
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

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

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

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

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

-----  
**STATE AGENCY SIGNATURE**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

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

-----  
**ATTORNEY GENERAL'S SIGNATURE**

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

**STATE COMPTROLLER'S SIGNATURE**

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

## ATTACHMENT 2

### 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 NYS Osteoporosis Prevention and Education Program (NYSOPEP).

- \_\_\_\_\_ Application Cover Sheet (attachment 3)\*
- \_\_\_\_\_ Executive Summary
- \_\_\_\_\_ Organizational Experience and Capability
- \_\_\_\_\_ Description of Need
- \_\_\_\_\_ NYSOPEP Work plan Narrative and Proposed Program Activities
- \_\_\_\_\_ Budget and Staffing Plan
- \_\_\_\_\_ Program Evaluation
- \_\_\_\_\_ Vendor Responsibility Questionnaire (if applicable) and the Vendor Responsibility Attestation
- \_\_\_\_\_ Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- \_\_\_\_\_ Attorney General Charities Bureau Registration (if applicable)
- \_\_\_\_\_ Department of State Registration
- \_\_\_\_\_ Certificate of Article of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents, as applicable
- \_\_\_\_\_ Signed Coordinating Center and NYSOPEP Regional Resource Center Collaboration Agreement (Attachment 9)

\* (Attachment 3) Indicate "Region to be Served" and include any applicable formal agreement with other institution(s) you may have to provide adequate service to the entire region.

**ATTACHMENT 3**  
**APPLICATION COVER SHEET**  
**NYS Osteoporosis Prevention and Education Program**  
**APPLICATION FOR GRANT AWARD**

<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 January 1, 2010 Through December 31, 2014	Total Costs Requested for first 12-Month Budget Period (January 1, 2009 – December 31, 2010)
Performance Site(s):	Type of Organization: _____ Public _____ Private Not-for-Profit
Federal Identification Number:	Charitable Organization Number:
Indicated Region to be Served: _____ Western NY    _____ Long Island _____ Central NY    _____ Metropolitan _____ Northeastern NY	Signature & Date:  _____
<b>CERTIFICATION OF ACCEPTANCE</b> I certify that the statements herein are true and complete to the best of my knowledge, an 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: (    )

**Attachment 4  
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: \_\_\_\_\_

**Attachment 4  
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: \_\_\_\_\_

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
<b>Authorized Contact for this Questionnaire</b>				
Name:			Phone Number	Fax Number
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
<b>1.0 Business Entity Type – Please check appropriate box and provide additional information:</b>	
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established                      County (if formed in NYS)
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United States      State      _____	
<input type="checkbox"/> Other                      Country      _____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: <i>Select 'Not Required' if the Business Entity is a Sole Proprietor or General Partnership</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If 'No' explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.	
1.4 Is the Business Entity publicly traded?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS		
CIK Code or Ticker Symbol		
1.5 Is the responding Business Entity a Joint Venture? <i>Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Enter DUNS Number		
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? If 'No', does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
Provide the address and telephone number for one New York office.		
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If 'Yes', check all that apply: <input type="checkbox"/> New York State Certified Minority Owned Business Enterprise (MBE) <input type="checkbox"/> New York State Certified Women Owned Business Enterprise (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)		
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. <i>Attach additional pages if necessary.</i>		
Name	Title	Percentage Ownership ( <i>Enter 0% if not applicable</i> )
II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? <i>Attach additional pages if necessary.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN ( <i>If available</i> )	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? <i>Attach additional pages if necessary</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name:	Joint Venture EIN ( <i>If available</i> ):	Identify parties to the Joint Venture:

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>III. CONTRACT HISTORY</b>	
<b>3.0</b> Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If “Yes” attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>IV. INTEGRITY – CONTRACT BIDDING</b>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<b>4.0</b> been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1</b> been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.2</b> been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.3</b> had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.4</b> agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.5</b> initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

<b>V. INTEGRITY – CONTRACT AWARD</b>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<b>5.0</b> been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5.1</b> been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5.2</b> entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

<b>VI. CERTIFICATIONS/LICENSES</b>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<b>6.0</b> had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6.1</b> had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>VII. LEGAL PROCEEDINGS</b>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<b>7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.3 had a government entity find a willful prevailing wage or supplemental payment violation?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.4 had any New York State Labor Law violation deemed willful?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.5 entered into a consent order with the New York State Department of Environmental Conservation, or a Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.6 other than the previously disclosed:</b> (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</b>	

<b>VIII. LEADERSHIP INTEGRITY</b>	
<b>NOTE: If the Business Entity is a Joint Venture Entity, answer 'N/A – Not Applicable' to questions 8.0 through 8.4.)</b>	
<b>Within the past five (5) years has any individual previously identified, any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to</b>	
<b>8.0 a sanction imposed relative to any business or professional permit and/or license?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.3 a misdemeanor or felony charge, indictment or conviction for:</b> (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.4 a debarment from any government contracting process?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>For each "Yes" answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</b>	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>	
<b>9.0</b> Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.1</b> Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.2</b> Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.3</b> In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
<b>9.4</b> During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
<b>9.5</b> During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.6</b> During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls? If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>X. FREEDOM OF INFORMATION LAW (FOIL)</b>	
<b>10.0</b> Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for the claim.	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

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

NYS OSTEOPOROSIS PREVENTION AND EDUCATION PROGRAM  
Organization Name: «Organization\_Name»  
**TIMETABLE/WORK PLAN - 12 Month**

**Budget Period: 01/01/2010**

**Ending on: 12/31/2010**

**Goal: To reduce the public health impact of osteoporosis – related fractures, by providing a comprehensive program of public and professional education regarding the prevention, diagnosis, and treatment of osteoporosis.**

<b>Objective by Project Component</b>	<b>Activities/Task to Accomplish Stated Objective</b>	<b>OUTCOME</b>	<b>TIME FRAME</b>	<b>Evaluation Mechanism for Each Objective</b>	<b>Responsible Staff (by Position/Title)</b>
<p>1. Work collaboratively with the Coordinating Center and other regional centers to increase public awareness about osteoporosis, including providing updates to the NYSOPEP website, and the development of materials that can be adapted by other centers across the state.</p> <p>2. Work collaboratively with the Coordinating Center and other regional centers to increase professional training about the prevention, diagnosis, and treatment of osteoporosis.</p> <p>3. Establish leadership role in education and outreach in the prevention and treatment of osteoporosis.</p> <p>4. Collaborate with other community providers that focus on prevention and adoption of healthy lifestyle behaviors.</p>					

NYS OSTEOPOROSIS PREVENTION AND EDUCATION PROGRAM  
Organization Name: «Organization\_Name»

<p>5. Conduct outreach and health promotion interventions targeting at-risk and/or special populations.</p> <p>6. Work collaboratively with the Coordinating Center and other regional centers to develop/implement an evaluation plan.</p> <p>7. Provide at least one support/education groups.</p>					
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# NYS Osteoporosis Prevention and Education Program

**January 1, 2010 – December 31, 2010**

Name and Address of Applicant:

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Employer's Identification Number (Federal ID#): \_\_\_\_\_

Charity Registration Number: \_\_\_\_\_

<b>Program Director</b>	<b>Program Coordinator</b>	<b>Fiscal Contact</b>
Name:	Name:	Name:
Title:	Title:	Title:
Address (if different from above):	Address (if different from above):	Address (if different from above):
Office Telephone Number:	Office Telephone Number:	Office Telephone Number:
Office Fax Number:	Office Fax Number:	Office Fax Number:
E-mail address:	E-mail address:	E-mail address:

**DOH Use Only**

BWH - Contract Manager	
Name:	Phone:

**NYS Osteoporosis Prevention and Education Program  
Instructions for Completing  
Operating Budget and Funding Request**

**ALL BUDGET EXPENSES** must be listed in line item detail and listed regardless of whether or not funding for these expenses is requested from New York State.

**BUDGET NARRATIVE/JUSTIFICATION FORMS**

Form B-1: Personal Services

Form B-2: Fringe Benefit Rate

Form B-3 Non Personal Services (OTPS)

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

**FORM B-1: PERSONAL SERVICES**

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 is not to be included in personal services; these expenses should be shown as consultant or contractual services under other than personal services.

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

Specify the components (FICA, 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 prevention and education activities. Itemize in detail equipment and supplies by type and cost. Contractual services should also be itemized. This includes utilities, advertising, postage, photocopying, etc.

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

Accounting	Communication	Personal Service & Appropriate
Audit Service	Legal	fringe (if supported by time and
Bonding	Maintenance & Repair	and distribution records)
Budgeting	Motor Pools	Personnel Administration
Central Stores	Payroll Preparation	

### Costs Not Allowed:

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

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.

## Office Supplies

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

## Education Materials

Provide a detail of items of expense and estimated cost along with a justification of their need for use in public and professional education programs.

## Travel

Provide a detail 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. 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 projects travel policy.

Conference travel may be allowable within the guidelines set by the agency. 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. Out-of-state conference travel is an allowable expense only if it is pre-approved by DOH and is limited to one such conference per year for a paid staff person. 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

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. If possible, identify the consultant organization or individual and include a description of the consultant's qualifications.

#### 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.

#### In-Kind

This would include donated staff time or property and services which would benefit a grant supported project without charge to the grantee. Assign a dollar amount equal to what it would cost to purchase these goods and services in your area.

#### Communication

This would include faxing, telephone service, beeper, internet use and postage.

#### Space

The expenses included are rent, utilities, insurance (property and liability).

#### Media/Advertising/Marketing

Expenses incurred publicizing program and resources.

#### Other

Any item of expense not applicable to the specific categories must also be listed along with justification of need.

## **BUDGET TABLES PS/OTPS**

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

This table should be completed last and will include the total line only from Table A-1 (Personal Services) and category totals from Table A-2 (Non Personal Service) and the Grand Total. Total expense = DOH + Other Sources. Other sources may be in-kind and other grants.

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

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 titles and position.

Annual Salary: Regardless of the amount of time spent on this project, the total annual, actual 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 the 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>
Project Coordinator	\$30,000	100%	4	\$10,000
Project Coordinator	\$35,000	100%	8	\$23,100

% 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 (show in decimal form).

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

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

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

**Total Expense** must be distributed between (1) DOH and (2) other sources 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.**

**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: NON PERSONAL SERVICE (NPS)

**ALL Non Personal Service** expenses should be listed regardless of whether or not funding for these expenses is requested from New York State. See instructions for Form (3) for allowable NPS costs.

Carry the total amounts by category from the Total Expense column on Form 3 to the Total Expense column on Table A-2. Total Expense must be distributed between NYS Funds and Other Sources as deemed appropriate by your fiscal staff. You may use any combination of these categories for each line item, as long as the combined total amount is equal to the total expense for each line item.

Column 1 – The non personal service expense categories have already been filled in (i.e., Supplies and Materials, Travel, etc.). Do not insert additional NPS categories.

Column 2 – Carry forward from Form 3 the total amount for each category contained in the Total Expense column.

Columns 3 & 4 -- As with Table A-1, distribute Total Expense between NYS Funds and Other Sources. You may use any combination of these categories for each line item, as long as the combined total amount is equal to the total expense for each line item.

Column 5 – Specify the Other Source of funding. Provide the name of the other funding supporting the expense line. If In-kind indicate “In-Kind from \_(name of agency)\_”.

#### SOURCE OF APPLICANT FUNDS TABLE

**Applicant Funds** -- Include funds available from the applicant's own sources and monetary value of in-kind services. This can also include fundraising efforts.

**Other Grant Funds** -- Include other state, local or federal grants not requested in this application. Private foundation grants should also be included. List each source separately.

**Total Applicant & Other** -- The total amount of applicant and other funding shown on this form should equal the total shown on Table A, Amount from Other source of Funds (column 4), Grand Total line.

Attachment 7

**Letter of Interest and Conference Registration**

Program Manager  
NYS Osteoporosis Prevention and Education Program  
Bureau of Women's Health  
NYS Department of Health  
Corning Tower Building, Room 1805  
Empire State Plaza  
Albany, NY 12237

Re: RFA #  
RFA Title

Dear Program Manager:

On behalf of \_\_\_\_\_ (name of organization), we hereby inform you that we intend to (please check all that apply):

\_\_\_\_\_ Submit a bid for the NYS Osteoporosis Prevention and Education Program Request for Applications.

\_\_\_\_\_ We also intend to participate in the non-mandatory applicant's conference call scheduled for June 16, 2009 from 10am—Noon. The following staff person will participate in the conference call:

Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_

\_\_\_\_\_ **We do not intend to participate in the non-mandatory applicant's conference call.**

Sincerely,

\_\_\_\_\_  
Signature of CEO or responsible person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing address

\_\_\_\_\_  
Telephone Area Code and Number

\_\_\_\_\_  
Fax Area Code and Number (if none, so indicate)

\_\_\_\_\_  
Email Address (if none, so indicate)

## ATTACHMENT 8

§ 2706. Osteoporosis prevention and education program established. 1. There is hereby created within the department the osteoporosis prevention and education program. This program is established to promote public awareness of the causes of osteoporosis, options for prevention, the value of early detection and possible treatments, including their benefits and risks.

2. The program shall include: (a) establishment of a public education and outreach campaign to promote osteoporosis prevention and education that will enable individuals to make informed choices about their health, including, but not limited to the following:

- (1) cause and nature of the disease;
- (2) risk factors;
- (3) impact of menopause;
- (4) impact of drug interactions;
- (5) prevention, including but not limited to:
  - (i) nutrition and diet and,
  - (ii) physical exercise;
- (6) diagnostic procedures and appropriate indications for their use;
- (7) all available treatment options, including benefits and risks;
- (8) environmental safety and injury prevention;
- (9) implications of hip fracture and the potential options for rehabilitation;
- (10) rest and use of appropriate body mechanics;
- (11) availability of osteoporosis diagnostic and treatment services in the community.

(b) development of educational materials to be made available for consumers, particularly targeted to high risk groups, through local departments of health, local health care practitioners, practitioners of gerontology and geriatrics, other health care providers, including, but not limited to, health maintenance organizations, hospitals, walk-in medical care centers, mobile care units, surgi-centers, health-oriented places of business, clinics and organizations serving women and the aged populations.

(c) development and provision of professional education programs for health care providers and health-related community-based organizations, including, but not limited to, the following:

- (1) research findings;
- (2) cause and nature of the disease;
- (3) risk factors, including but not limited to, lifestyle, heredity, and drug interactions;
- (4) impact of menopause;
- (5) prevention, including, but not limited to:
  - (i) nutrition and diet and,
  - (ii) physical exercise;
- (6) diagnostic procedures and appropriate indications for their use;
- (7) all medical and surgical treatment options, including experimental and established drug therapies, and the benefits and risks of each option;
- (8) environmental safety and injury prevention;
- (9) availability of osteoporosis diagnostic and treatment and support services in the community.

3. The commissioner shall seek any federal waiver or waivers that may be necessary to maximize funds from the federal government, including, but not limited to, funds provided under Titles XVIII and XIX of the federal Social Security Act for the services provided under this section. The commissioner may accept any grants, awards or other funds or appropriations as may be made available for the purposes of this section.

**ATTACHMENT 8**

§ 2707. Advisory council. There is hereby established the osteoporosis advisory council to advise the department on the prevention and treatment of osteoporosis, including the development of educational materials and the establishment of public education campaigns, including developing professional education programs. The council shall consist of seventeen members to be appointed within one year of the effective date of this section. Nine members shall be appointed by the governor, three by the temporary president of the senate, three by the speaker of the assembly, one by the minority leader of the senate and one by the minority leader of the assembly. The governor shall designate one of his appointees to be chairperson of the advisory council. The council shall include representatives of the department, the state education department, the state office for the aging, persons with osteoporosis, experts in diet and exercise, experts in osteoporosis research, prevention and treatment, and health care providers, including representatives from the following professions: nursing, social work, prosthetics and orthotics, physical and occupational therapy, chiropractics, and pain management and rehabilitation. The members of the advisory council shall receive no compensation for their services hereunder, but they shall be entitled to reimbursement for their actual and necessary traveling and other expenses heretofore or hereafter incurred by them in connection with the performance of their duties under this section.

Attachment 9  
**New York State Osteoporosis Prevention and Education  
Program (NYSOPEP)**

**Coordinating Center  
And Regional Resource Center  
Collaboration Agreement**

TO: NYS Department of Health, Bureau of Women's Health  
Osteoporosis Program Manager

*And*

Helen Hayes Hospital, Osteoporosis Coordinating Center

From: \_\_\_\_\_

Dated: \_\_\_\_\_

Pursuant to successful receipt of award as a result of this request for application and subsequent contract execution for the period January 1, 2010 through December 31, 2010 I \_\_\_\_\_,

(Name)

\_\_\_\_\_, hereby agree as authorized NYSOPEP  
(Title)

representative for \_\_\_\_\_, to work collaboratively  
(Organization)

on all activities associated with the NYSOPEP Program, the NYS Department of Health, Helen Hayes Hospital (Coordinating Center), and all other NYSOPEP Regional Resource Centers.

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

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

**NYS Osteoporosis Prevention and Education Program  
APPENDIX B  
TABLE A  
OPERATING BUDGET AND FUNDING REQUEST  
January 1, 2010 – December 31, 2010**

	Total Expense	Amount Requested From NYS	Other Source	Specify Other Source
<b>Personal Services</b> (Total line only from Table A-1)				
<b>Non Personal Services</b> (Category totals from Table A-2)				
<b>Supplies and Materials</b>				
<b>Travel</b>				
<b>Consultant/Per Diem/Contractual</b>				
<b>Equipment</b>				
<b>Communications</b>				
<b>Operating Expenses</b>				
<b>Other</b>				
<b>GRAND TOTAL</b>				

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

**NYS Osteoporosis Prevention and Education Program**

**APPENDIX B**

**TABLE A-1**

**OPERATING BUDGET AND FUNDING REQUEST**

**January 1, 2010 – December 31, 2010**

**PERSONAL SERVICES**

Title	Annual Salary	% FTE	# of Mos.	Total Expense	Amount Requested from NYS	Other Source	Specify Other Source
<b>(List Personnel Budgeted)</b>							
<b>Subtotal Personal Services</b>							
<b>Fringe Benefits* _____ %</b>							
<b>Total Personal Services</b>							

\* If more than one fringe benefit is used, use an average fringe rate for the calculation on this form.

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

**NYS Osteoporosis Prevention and Education Program**

**APPENDIX B**

**TABLE A-2**

**OPERATING BUDGET AND FUNDING REQUEST**

**January 1, 2010 – December 31, 2010**

**NON PERSONAL SERVICES**

	Total Expense	Amount Requested From NYS	Other Source	Specify Other Source
<b>(List Budgeted Expenses)</b>				
<b>Total Non Personal Services</b>				

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT  
FORM B-1  
PERSONAL SERVICES  
January 1, 2010 – December 31, 2010**

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

**PERSONAL SERVICES**

Title	Incumbent	Description

**NYS Osteoporosis Prevention and Education Program**  
**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT**  
**FORM B-2**  
**FRINGE BENEFITS**  
**January 1, 2010 – December 31, 2010**

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

**FRINGE BENEFITS**

Component	Rate
<b>TOTAL FRINGE BENEFIT RATE*</b>	

\*This amount must equal the percentage used in budget calculations unless positions have different fringe rates. If this is the case, use an average fringe benefit rate.

**NYS Osteoporosis Prevention and Education Program**  
**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT**  
**FORM B-3**  
**NON PERSONAL SERVICES**  
**January 1, 2010 – December 31, 2010**

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

**NON PERSONAL SERVICES**

Item	Cost	Description

## Appendix B

### Osteoporosis Prevention and Education Program January 1, 2010 – December 31, 2010

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

#### Detail of Applicant Funds Supporting Initiative

SOURCE OF FUNDS	AMOUNT
<b>Applicant</b> (List separately In-Kind contributions, e.g., rent, utilities)	
<b>Other Sources</b> , please specify source(s):	
<b>Total Applicant and Other<sup>1</sup></b>	

<sup>1</sup> Total should equal Table A - Total Amount from Other Sources of Funds column