



STATE OF NEW YORK
DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.
Commissioner

December 5, 2007

Dear Colleague:

I am pleased to provide you with the attached Request for Applications (RFA) for Community-Based Breast Cancer Education, Counseling, Outreach and Support Services. The New York State Department of Health is soliciting applications to expand existing programs or implement new initiatives that focus on delivering education, counseling, outreach and support services for individuals diagnosed with breast cancer.

Community-based not-for-profit, freestanding, grassroots organizations, which are registered as incorporated entities with the New York State Secretary of State and have demonstrated the ability to provide education and support services to these populations, are eligible to apply for funds.

This array of services will provide an important adjunct to needed health care services, thereby helping to improve both health outcomes and the quality of lives of those New Yorkers diagnosed with breast cancer. We appreciate your interest in these vital services which are critical to our efforts to successfully reduce the burden of cancer in New York State.

Sincerely,

Sheri Scavone, PT., EHSA
Director, Cancer Services Program

Enclosure

RFA Number #0710311035

**New York State
Department of Health
Request for Applications**

*Community-Based Breast Cancer Education, Counseling, Outreach and
Support Services*

KEY DATES

RFA Release Date: December 5, 2007

Questions Due: December 19, 2007

RFA Updates Posted: January 2, 2008

Applications Due: February 4, 2008

NYSDOH Contact Name & Address:

Mary Catherine Daniels, LMSW
Survivorship Initiatives Coordinator
Cancer Services Program
Bureau of Chronic Disease Services
NYS Department of Health
Riverview Center
150 Broadway, 3rd Floor West
Albany, NY 12204
Phone: (518) 474-1222
Fax: (518) 473-0642

Table of Contents

I. Introduction

- A. Introduction
- B. Purpose

II. Who May Apply

- Minimum Eligibility Requirements
- Preferred Eligibility Criteria

III. Project Narrative/Workplan Outcomes

IV. Administrative Requirements

- A. Issuing Agency
- B. Question and Answer Phase
- C. How to File an Application
- D. The Department's Reserved Rights
- E. Term of Contract
- F. Payment and Reporting Requirements of Grant Awardees
- G. Vendor Responsibility Questionnaire
- H. General Specifications
- I. Appendices Included in NYSDOH Grant Contracts

V. Completing the Application

- A. Application Content
- B. Application Format
- C. Review Process
- D. Award Process

VI. Attachments

- Attachment 1: Letter of Interest Format
- Attachment 2: Vendor Responsibility Attestation Form
- Attachment 3: Standard Grant Contract with Appendices
- Attachment 4: Application Cover Page
- Attachment 5: Workplan Format
- Attachment 6: Attestation of Involvement of Breast Cancer Survivors in Applicant Organization's Governance Structure
- Attachment 7: Budget and Budget Justification Format

I. Introduction

A. Background

Since 2003, the New York State Department of Health (NYSDOH) and the Cancer Services Program (CSP) have funded community-based cancer support services to assist individuals with cancer and their families in meeting cancer-related needs that extend beyond actual medical treatment. NYSDOH recognizes that addressing the emotional burden of cancer is an important but often neglected part of a comprehensive treatment plan. Activities such as cancer support programs, transportation to enable access to healthcare and supportive services, legal services for cancer-related issues, respite care, peer support and raising awareness of cancer and its burdens are essential to meet the needs of these New Yorkers.

Breast cancer is the second leading cause of cancer-related death among women in New York State (NYS.) Nearly 14,000 NYS women are newly diagnosed with breast cancer and approximately 3,000 die from the disease each year. Improved breast cancer screening rates and treatments for breast cancer have resulted in many more women living longer, healthier lives after their diagnoses. Although rare, men can also be diagnosed with the disease and face the stigma associated with having a “women’s disease.” The number of people living with and beyond a breast cancer diagnosis has increased markedly in the last decade. As survivorship numbers continue to rise, so will the need for an expanded array of support services.

Support groups, education, counseling and related activities often help reduce stress experienced by individuals diagnosed with breast cancer, can improve their ability to cope and deal with the uncertainties, challenges and life complications that accompany the disease and also enable them to make more effective use of health services. Breast cancer survivors may have a myriad of clinical and psychosocial needs and support services have been shown to improve their quality of life. There is increasing recognition of the role that public health can play in meeting survivors’ needs by supporting these types of services.

B. Purpose

The purpose of this Request for Applications (RFA) is to fund grass roots, freestanding organizations that offer a broad range of services such as: counseling, education, outreach and support for individuals diagnosed with breast cancer. These organizations must have breast cancer survivors in significant decision-making roles and coordinate a large number of volunteers to provide those services. For the purposes of this RFA, a grass roots, freestanding organization is defined as a community-based organization which is not part of or affiliated with a statewide, national or international organization or a major medical or academic institution.

It is anticipated that contracts will be awarded for a five year period, expected to begin April 1, 2008 and renewed annually through March 31, 2013. Annual renewals are contingent on available funds, acceptable performance and compliance with all contract requirements. A total of \$400,000 is available for year one and \$200,000 per year is available for each of the

remaining four years of this initiative. Current plans are to issue approximately 10 awards. Each of these contracts will be for up to \$40,000 for year one and up to \$20,000 per year for each of the subsequent four years of the grant.

II. Who May Apply

Minimum eligibility requirements

Applicants must be grass roots, freestanding, not-for-profit organizations, utilizing a large number of volunteers, that offer a broad range of education and support services free of charge, for individuals diagnosed with breast cancer. *For purposes of this RFA, a grass roots, freestanding organization is defined as a community-based organization which is not part of or affiliated with a statewide, national or international organization or a major medical or academic institution.*

The successful applicant organization must include breast cancer survivors who have significant decision-making responsibilities within the organization.

Preferred eligibility criteria

Organizations which can demonstrate a history of working with underserved populations will be given preference.

Organizations which can demonstrate that they have developed enhanced/extensive community collaborations with local health units and/or agencies representing diverse populations.

Other

Applicants may only submit *one application* for this RFA. Organizations holding current contracts with the NYSDOH CSP may apply. Applicants must be incorporated and registered as an incorporated entity with the Secretary of State (further information can be obtained from the NYS Department of State at: www.dos.state.ny.us).

III. Project Narrative/ Workplan Outcomes

Successful applicants will provide community-based breast cancer support services in one or more of the following categories to individuals diagnosed with breast cancer:

1. Professionally-facilitated support groups (“Professionally-facilitated” means that a trained professional is present at the support group and is available to work with, train and/or intervene as appropriate to assist group members in dealing effectively with the array of issues and situations that arise)
2. Professional one-on-one counseling
3. Transportation to treatment or support groups

4. Provision of prosthetic devices and related items (e.g. wigs)
5. Respite care services for caregiver of persons diagnosed with breast cancer
6. Peer support initiatives utilizing breast cancer survivors
7. Educational/consumer programs for persons at risk for or, impacted by or diagnosed with breast cancer
8. Outreach activities which improve access to these support services including community outreach, information, referral initiatives, and hotlines

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYSDOH, Division of Chronic Disease Prevention and Adult Health, Bureau of Chronic Disease Services, Cancer Services Program. NYSDOH is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions related to this RFA should be submitted in writing to:

Mary Catherine Daniels, LMSW
Survivorship Initiatives Coordinator
Cancer Services Program
Bureau of Chronic Disease Services
NYS Department of Health
Riverview Center
150 Broadway, 3rd Floor West
Albany, NY 12204
Phone (518) 474-1222
Fax (518) 473-0642

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until date posted on the cover of this RFA. Questions and Answers will be available on or about January 2, 2008. Prospective applicants who would like to receive notification when updates/modifications are posted (including responses to written questions), should complete and submit a Letter of Interest (LOI) (**Attachment 1**).

LOIs should identify the agency that is applying and describe the specific geographic service area that will be served. Submission of a LOI is not a requirement for submitting an application, nor are those submitting one required to submit an application. LOIs will be accepted via fax or email to: BCDSCAL@health.state.ny.us or (518) 473-0642. Please refer to: RFA #0710311035

Questions of a technical nature can be addressed in writing to the address above or by calling Mary Catherine Daniels at (518) 474-1222. **Questions are of a technical nature if they are**

limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.

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

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

An Applicant Conference will *not* be held for this project.

C. How to file an application

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

**Mary Catherine Daniels, LMSW
Survivorship Initiatives Coordinator
Cancer Services Program
Bureau of Chronic Disease Services
NYS Department of Health
Riverview Center
150 Broadway, 3rd Floor West
Albany, NY 12204**

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.

*Please Note: It is the applicant's responsibility to ensure that applications are delivered to the address above on or before the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the discretion of the NYSDOH.

D. THE NYSDOH 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 NYSDOH 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 NYSDOH is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the NYSDOH may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The NYSDOH reserves the right to award contracts based on geographic or regional considerations to serve the best interests of the State.

E. Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller. It is expected that contracts resulting from this RFA will begin on: April 1, 2008, renewed annually for a five year period through March 31, 2013.

F. Payment & Reporting Requirements of Grant Awardees

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

Fiscal Unit
NYS Department of Health
ESP, Corning Tower, Room 515
Albany, NY 12237
c/o Christine Garhartt

Payment of such invoices by the State (NYSDOH) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:
Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Workplan.

3. The grant contractor will be required to submit the following periodic reports to the NYSDOH Technical Advisor (TA) assigned to manage the contract: Quarterly and annual progress reports.

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

G. 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 NYS VendRep System, see the VendRep System Instructions available at 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. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website 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 must also complete and submit the Vendor Responsibility Attestation Form (**Attachment 2**).

H. General Specifications

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

- b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
- c. If, in the judgment of the NYSDOH, 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 judgement 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.

I. Appendices

The following will be incorporated as appendices into any contract(s) resulting from this Request for Applications. (**Attachment 3**)

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX A-1 Agency Specific Clauses
- APPENDIX A-2 Program Specific Clauses *<if applicable>*
- APPENDIX B - Budget
- APPENDIX D - Workplan
- APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
- APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

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

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

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

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

V. Completing the Application

A. Application Content

All applications should conform to the format prescribed below and should contain the following information. Please read each section carefully and be certain to respond to each item included in every section when completing your application.

A. The application cover page (**Attachment 4**) including all the following information:
(*Maximum page limit: 1*)

- Title of Project
- Name of applicant organization
- Type of organization (corporate status, e.g. not-for-profit corporation)
- Project Director – name, title, address, e-mail address (required), telephone and FAX numbers, original signature
- Person authorized to sign a contract for applicant organization – name, title, address, e-mail address, telephone and FAX numbers, original signature
- Total State funds requested
- New York State Charity Registration Number
- Federal Internal Revenue Service Tax Identification number

B. Project Summary (*Maximum page limit: 6*)

Statement of Need:

- Explain the need for the proposed activity in your community.
- Provide a description of the priority population and the area to be served, including the number, location, age, gender, race and socioeconomic status of persons who are diagnosed with breast cancer.
- Include a description of the breast cancer-related support, education and outreach services currently provided by your organization, including the length of time the services have been provided, the number of individuals served annually and the location. Briefly describe other programs in the geographic region, if any, providing similar services to the priority population.
- Describe barriers that affect access to services for the priority population.
- Indicate whether the proposed activity is an expansion or enhancement of your organization's current breast cancer support services.

Project Design

- Identify which of the eight service categories listed in Section III you will address through this project.
- Briefly describe the purpose of the proposed project.
- Using the workplan template provided, clearly describe relevant and attainable goals that are consistent with the proposed service categories. Goals should address the entire five year contract period. (**Attachment 5**)
- Provide measurable objectives, including the number of persons to be served and other relevant information pertinent to the application. Each objective should include activities planned to achieve it, method of evaluation, timeframe and staff members responsible for carrying out these activities. The workplan should detail objectives and activities only for the time period corresponding to the first contract year of the five year period: April 1, 2008 - March 31, 2009.
- The workplan should include a clearly described plan to assess the results of the project on an ongoing basis which relates to the specific goals and objectives of the application.
- Describe facilities and staff who will be involved in the proposed project.
- Demonstrate that your organization's facilities are adequate for and personnel are capable of implementing the project.
- Complete the Attestation of Involvement of Breast Cancer Survivors in Applicant Organization's Governance Structure Form (**Attachment 6**).
- Describe linkages and referral agreements with local human services organizations or other pertinent community partners with whom you will collaborate on this project.

C. Budget and Budget Justification (**Attachment 7**)

The budget and budget justification form should be presented in the format provided in **Attachment 7**. Applicants should submit a budget for a one year period, assuming an April 1, 2008 start date (4/1/2008 – 3/31/2009). All costs must be related to the provision of community-based breast cancer education, counseling, outreach and support services and be consistent with the scope of services, reasonable and cost effective. A narrative justification including each cost should be submitted. For all existing staff, the Budget

Justification must delineate how the percentage of time devoted to this initiative has been determined. **The budget must be consistent with the scope of services and be reasonable and cost effective.**

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

For each item, list amounts for **Total, In-Kind Contributions/Other Funds** and funds requested from the **NYSDOH**. Budget amounts should be rounded to the nearest dollar.

The budget is divided into two categories:

1. Personnel

- a. Title of position
- b. Percentage of time (if less than full-time, indicate percentage of time to be spent working on project)
- c. Rate per hour (if non-salaried or hourly rate applies), or annual salary
- d. Fringe benefits (indicate rate and cost)

2. OTPS

Enter separate item for all appropriate expenditures, defined as expenses directly related to activities that relate to one, or more, of the eight categories from Section III, Project Narrative/Workplan Outcomes (e.g., supplies, travel, equipment, prosthetics, printing, postage, rent, telephone, etc.). Applicants must demonstrate how the application expenditures relate to at least one of the categories.

Non-allowable Costs

Indirect or administrative lines will not be accepted as OTPS budget lines. Individual budget items related to these costs (i.e. rent, heat, telephone) will be allowed with appropriate justification. Expenditures for personal computer/printing equipment may be considered. No other equipment purchases will be allowed. Costs for remodeling or modification of structure will not be accepted as budget lines. Costs of research-related components will not be allowed.

D. Budget Justification

The Budget Justification must delineate how the percentage of staff time devoted to this initiative has been determined. Justification of each cost should be submitted in narrative form and limited to two single-space pages or less.

Funding may only be used to expand existing activities or create new activities pertinent to this RFA. These funds may not be used to supplant funds for currently existing staff or activities.

B. Application Format

All applications should conform to the format prescribed below. A maximum of 5 points will be deducted from applications which deviate from the prescribed format.

Applications SHOULD NOT exceed *12 doubled-spaced* typed pages (not including the application cover page, budget and attachments), using a 12-point font with one-inch margins. The value assigned to each budget narrative section is an indication of the relative weight that will be given when scoring your application. The application will be scored as follows:

- A. Application Cover Page: (1 page) (*Not scored*) (**Attachment 4**)
 - B. Project Summary (*Applications will be reviewed only up to the pages requested below*)
- * Any page included in the following two sections which exceed the indicated page limit will not be reviewed:**
- 1. Statement of Need: (CANNOT exceed 4 pages) (Maximum Score: 30 points)
 - 2. Project Design (Including Workplan): (CANNOT exceed 8 pages) (Maximum Score: 50 points)
- C. Budget and Budget Justification: (No page limit) (Maximum Score: 20 points)
 - D. Completed Vendor Responsibility Attestation Form (**Attachment 2**) (Not scored)
 - E. Completed Applicant Attestation Form (**Attachment 6**) (Not scored)

C. Review and Award Process

Applications will be reviewed, evaluated and scored by staff of the NYSDOH using an objective rating system which reflects the required items specified for each section. Each section to be evaluated corresponds to a component of the application content (**Section V**). The final score is to be a direct result of how well the applicant addresses each of the required items. Information related to the criteria for selection of applications is described below:

- It is anticipated that the applications with the ten highest acceptable scores will receive awards.
- It is anticipated that there may be more worthy applications than can be funded with available resources. Applications will be deemed to fall in one of three categories: 1) not

approved 2) approved but not funded, and 3) approved and funded (with any requested modifications).

- If additional funds become available or if available funds are reduced, funding will be distributed or reduced proportionally in the same manner as outlined in this RFA.
- In selecting applications and determining award amounts, reviewers will consider the following factors:
 - The estimated size of the eligible population within the proposed service area
 - Clarity of the application
 - Responsiveness to the RFA
 - Applicant agency's organization and technical proposal
 - Applicant agency's past performance in the delivery of breast cancer support services such as support groups, education and counseling to the priority population
 - The appropriateness and comprehensiveness of the workplan
 - Justification for costs included in the budget

Applications failing to address these factors will have points deducted from their score.

Following the awarding of contracts from this RFA, applicants may request a debriefing from the NYSDOH Center for Community Health, Bureau of Chronic Disease Services, and the Cancer Services Program no later than three (3) months from the date of the award announcement. This debriefing will be limited to the positive and negative aspects of the application.

VI. Attachments

Attachment 1: Letter of Interest Format

Attachment 2: Vendor Responsibility Attestation Form

Attachment 3: Standard Grant Contract with Appendices

Attachment 4: Application Cover Page

Attachment 5: Workplan Format

Attachment 6: Attestation of Involvement of Breast Cancer Survivors in Applicant
Organization's Governance Structure Form

Attachment 7: Budget and Budget Justification Format

SAMPLE

Letter of Interest

Mary Catherine Daniels, LMSW
Cancer Services Program
New York State Department of Health
Riverview Center
150 Broadway, 3rd Floor West
Albany, New York 12204

Re: RFA #
Community-Based Breast Cancer Education,
Counseling, Outreach and Support Services

Dear Ms. Daniels:

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

Our organization, (*insert name of organization*), will provide services in (*insert proposed service area*). The individual who will serve as the contact for this application is:

(insert name, address, telephone number and e-mail address)

We understand that in order to automatically receive any RFA updates and/or modifications as well as answers to submitted questions, the New York State Department of Health requires that this letter be received by the Bureau of Chronic Disease Services, Cancer Services Program by close of business, (*insert date*).

Sincerely,

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section VI, Administrative Requirements, G. 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: _____

GRANT CONTRACT

STATE AGENCY (Name and Address):

NYS COMPTROLLER'S NUMBER:

.
. ORIGINATING AGENCY CODE:
.

CONTRACTOR (Name and Address):

. TYPE OF PROGRAM(S)

.
.
.

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

CHARITIES REGISTRATION NUMBER:
PERIOD:

__ __ - __ __ - __ __ or () EXEMPT:
(If EXEMPT, indicate basis for exemption):

. INITIAL CONTRACT PERIOD

. FROM:

. TO:

. FUNDING AMOUNT FOR INITIAL

.
.

. MULTI-YEAR TERM (if applicable):

. FROM:

. TO:

CONTRACTOR HAS() HAS NOT() TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED PERIODIC
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

State APPENDIX A Standard clauses as required by the Attorney General for all

_____	APPENDIX A-1	contracts.
_____	APPENDIX B	Agency-Specific Clauses (Rev 9/07)
_____	APPENDIX C	Budget
_____	APPENDIX D	Payment and Reporting Schedule
_____	APPENDIX X	Program Workplan
	appendices	Modification Agreement Form (to accompany modified
		for changes in term or consideration on an existing period or
		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
_____	APPENDIX _____	Business Associate Agreement
_____	APPENDIX _____	_____

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

_____	.	_____
_____	.	Contract No.
_____	.	_____
_____	.	STATE AGENCY
_____	.	_____
By: _____	.	By: _____
_____	.	_____
(Print Name)	.	(Print Name)
_____	.	_____

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification:

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

STATE OF NEW YORK)
) 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: _____

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the

amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

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

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

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

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-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 9/07)

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 U.S.C. In accordance with P.L. 101-121, section 319, 31 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.

than

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or

leased

or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

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

to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

instructions,

if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.

11. Other Modifications

a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

- ◆ Appendix B - Budget line interchanges;
- ◆ Appendix C - Section 11, Progress and Final Reports;
- ◆ Appendix D - Program Workplan.

b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

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

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

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

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

APPENDIX B

BUDGET
(sample format)

Organization _____

Name: _____

Budget Period: _____ Commencing on: _____

Ending on: _____

Personal Service

Number	Title	% Time Annual Salary	Total Amount Devoted to This Project	Budgeted From NYS
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Total Salary _____
Fringe Benefits (specify rate) _____
TOTAL PERSONAL SERVICE: _____

Other Than Personal Service _____ Amount

Category
Supplies
Travel
Telephone
Postage
Photocopy
Other Contractual Services (specify)
Equipment (Defray Cost of Defibrillator) _____

TOTAL OTHER THAN PERSONAL SERVICE _____

GRAND TOTAL _____

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: (required)

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
- ❷ 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
- ❷ 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.

APPENDIX X

Agency Code _____

Contract No.
Period
Funding Amount for Period

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____, having its principal office at _____ (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number as amended in attached Appendix(ices)_____.

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

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

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

Printed Name . Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification:

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

_____ . _____

STATE OF NEW YORK)
) 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: _____

Application Cover Page

Title of Project: _____

**Name of Applicant
Organization:** _____

Type of Organization: _____

Project Director's Name: _____

Title: _____

Address: _____

E-Mail: _____

Telephone: _____ **Fax:** _____

Signature: _____

**Name of Individual Authorized
to Sign the Contract:** _____

Title: _____

Address: _____

E-Mail: _____

Telephone: _____ **Fax:** _____

Signature: _____

Total State Funds Requested: _____

NYS Charity Registration Number: _____

Federal IRS Tax Identification Number: _____

Workplan Format

Organization:

Contract Number:

Reporting Period: April 1, 2008 - March 31, 2009

Goal 1:				
Objectives	Activities Planned To Achieve This Objective	Assessment Method	Complete by Month/Year	Staff Members Responsible

Applicant Organization Attestation

Check all that apply:

- I hereby affirm that there are breast cancer survivors who hold significant decision-making responsibility within this organization, (i.e., as members of the agency's Board of Directors and/or staff).

- I hereby affirm that a significant number of breast cancer survivors have decision making responsibilities within the organization.

- I hereby affirm that this organization has a large number of volunteers involved in the support of its breast cancer services.

Executive Director

Applicant Organization

Date

Budget Format

Name of Applicant Organization:

Budget Dates: **April 1, 2008 – March 31, 2009**

Budget Item	% Effort	Annual Salary	Total Amount	In-Kind Contributions/ Other Funds	NYSDOH Funds for 12 Months
PERSONNEL					
Program Director (Susan Smith)	100 %	\$37,500	\$37,500	\$22,500	\$15,000
Administrative Assistant (Frank Conway)	50 %	\$28,000	\$14,000	\$6,000	\$8,000
Fringe @ 20%			\$10,300	\$5,700	\$4,600
Subtotal			\$61,800	\$34,200	\$27,600
OTHER THAN PERSONNEL SERVICES					
Travel			\$ 2,000	\$600	\$1400
Prosthetics			\$8,500	\$3000	\$5,500
Office Supplies			\$ 4000	\$0	\$4000
Postage			\$400	\$0	\$400
Printing			\$1,100	\$0	\$1,100
Subtotal			\$16,000	\$3,600	\$12,400
TOTAL			\$77,800	\$37,800	\$40,000

Sample Budget Justification

Name of Applicant Organization:

Budget Dates: April 1, 2008 – March 31, 2009

PERSONNEL

Project Director: (Sharon Smith) is responsible for the development and management of the proposed program and will spend 100% of her time on this initiative.

Administrative Assistant: (Frank Conway) is responsible for telephone, personal reception services, and client paperwork and will spend 50% of his time on this contract.

Fringe Benefits: (Contractor Name) has identified the fringe benefit rate for employees as 20% of the total salary.

OTHER THAN PERSONNEL SERVICES

Travel: \$1,400 is budgeted for travel. This travel includes mileage, parking, attendance at contract-related meetings and trainings throughout the service area.

Prosthetics: \$5,500 is budgeted for wigs, breast prostheses, etc.

Office Supplies: \$4000 is budgeted for supplies. Supplies include, but are not limited to, computer used solely for this contract initiative, file folders, staplers, notepads, pens and other related clerical supplies.

Printing: \$1,100 for the cost of printing flyers and brochures that address various breast cancer survivorship issues.

Postage: \$400 has been budgeted for postage.

