

Request for Grant Applications

RG A Number 0806061239

HEAL NY Phase 9:
Local Health Planning Initiatives

Issued by the
New York State Department of Health
Office of Health Systems Management
Division of Health Facility Planning

KEY DATES

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I. Introduction

New York State seeks to promote the development of a patient-centered, high-performing health care delivery system that contributes to improving the health status of its population. A health care delivery system is patient-centered and high-performing if it offers care that is accessible, affordable, high-quality and cost-effective in settings that are appropriate to the patients' needs and preferences. A high performing health care delivery system not only works to improve individual health outcomes, but also collaborates with the local public health system to improve the health of the community as a whole.

New York's health care delivery system is known for its world class hospitals, highly-rated nursing homes, commitment to community-based long-term care, and comprehensive Medicaid program. Despite the State's apparent wealth of health care resources, New Yorkers are not necessarily experiencing better health outcomes or better access to care than residents of other states. In fact, New Yorkers experience higher than average rates of asthma hospitalizations, coronary heart disease mortality and incidence of tuberculosis and HIV.¹ In addition, New York has lower than average rates of early (first trimester) prenatal care and immunization of the elderly against influenza and pneumonia.²

While New York's health care delivery system is renowned for its many strengths, it is also characterized by a maldistribution of resources, both geographically and along the continuum of care. Some areas of the State enjoy among the highest concentration of hospitals and physicians in the country. Others are experiencing unprecedented shortages of primary and specialty care services.

Further, over the past several years the State has been dealing with the consequences of excess capacity in the hospital and nursing home sectors. This excess capacity disperses service delivery volume, which in turn drives up costs for all payors, reduces quality of care, and contributes to financial instability of health care facilities. At the same time, depressed payment

1 NYS Department of Health, NYS Asthma Surveillance Summary Report, October 2007, http://www.health.state.ny.us/statistics/ny_asthma; NYS Department of Health, NYS County Health Assessment Indicators, <http://www.health.state.ny.us/statistics/chac/chai/> Data2010...the Healthy People 2010 Database-May 2008 Edition, Objective 12.01, <http://wonder.cdc.gov/data2010>; Centers for Disease Control, MMWR Weekly, March 21, 2008, Trends in Tuberculosis – United States 2007; Centers for Disease Control, HIV/AIDS Surveillance http://www.cdc.gov/hiv/topics/surveillance/resources/factsheets/us_media.pdf .

2 NYS Department of Health, NYS Community Health Data Set, <http://www.health.state.ny.us/statistics/chac/chds.htm>; Centers for Disease Control, National Vital Statistics Reports, Volume 56, Number 6 Births: Final Data for 2005 http://www.cdc.gov/nchs/data/nvsr/nvsr56/nvsr56_06.pdf; Centers for Disease Control, Behavioral Risk Factor Surveillance System, <http://apps.nccd.cdc.gov/brfss/index.asp> and http://www.cdc.gov/brfss/technical_infodata/surveydata/2006.htm

and workforce shortages have curbed necessary growth in primary care and community-based long-term care in many communities.

In response to these conditions, the State created the Commission on Health Care Facilities in the 21st Century (also known as the “Berger Commission”) to reduce excess inpatient and nursing home capacity and to make recommendations to strengthen our health care delivery system. The Commission found that health care in New York is delivered through a “fragmented patchwork of health care resources” rather than a coherent and rational system in which multiple parts work together to accomplish desired outcomes.

Some areas of our state have excess health care resources while others have shortages. We have widespread and unnecessary duplication of services. We have too much institution-focused care based options. We have too few primary care resources to keep people well and out of the hospital. We spend extravagantly on health care and yet still leave too many without adequate access to the health care they need. We have yet to come to grips with changes in medicine that render parts of a massive bricks-and-mortar infrastructure obsolete.³

The Commission directed the closure of approximately 4,000 hospital inpatient beds and 3,000 nursing home beds in order to fulfill its mandate to right size the delivery system. Recognizing that its recommendations were just a first step in a longer term process of right-sizing and strengthening New York’s health care delivery system, the Commission noted, “Structured decisions about health care resource allocations must be continuous rather than a one-shot phenomenon.”⁴

To advance the goal of a high-performing health care delivery system and carry out the recommendations of the Berger Commission, while avoiding another forced down-sizing of health care facilities, the State seeks to reinvigorate local health care planning. Today, health planning in New York State is conducted primarily at the State level through the certificate of need (CON) process which regulates the establishment, construction, renovation and major equipment acquisitions of health care facilities and home health agencies. The CON review is comprised of an examination of the character and competence of the operators of the applicant facilities, the financial feasibility of the proposed project, and the public need for the proposed project. The CON process is typically reactive – responding to applications filed by health care facilities that are based on the facilities’ perception of their needs or of the demands of the health care market in their communities. With a few exceptions, the CON process is based on data collected and analyzed at the State level with minimal local input. In two regions of the State, however, regional health systems agencies (HSAs) engage in health planning and provide local input into CON decisions.

Local planning provides a vehicle for stakeholders in a community to examine the health status of its population and make recommendations to match health care resources to community

³ “A Plan to Stabilize and Strengthen New York’s Health Care System,” Final Report of the Commission on Health Care Facilities in the 21st Century, December 2006, 1.

⁴ *Id.* At 2.

needs. Through local planning, community stakeholders join together to examine:

- community health needs and priorities;
- barriers to appropriate care;
- health care trends that impact the availability, affordability, and/or quality of care; and
- strengths and weaknesses in the public health and health care delivery system.

Based on this review, stakeholders offer informed proposals concerning the appropriate allocation of health care resources in the community, with the aim of shaping the health care delivery system to address community health needs in a cost-effective manner. A local planning process can yield on-the-ground, up-to-date information about local health needs and trends, and resources to inform CON decisions at the State level.

Specifically, local planning can help stimulate the development of needed health care resources and discourage investment in unnecessary or duplicative resources. For example, through a collaborative local planning effort, communities can begin to develop and/or deploy effectively, the health care system resources needed to address some of the public health priorities identified in the Department's Prevention Agenda, such as perinatal health, management of chronic disease and avoidable hospitalizations, and appropriate treatment of mental illness and substance abuse. (see Attachment 1 for Prevention Agenda). In addition, local planning can help identify health disparities, the factors that contribute to them, and successful strategies to respond to them. Further, local health planning initiatives can include an assessment of health care trends, such as the migration of services from hospital settings to ambulatory care settings, and their impact on essential providers, quality and costs. Excessive use of emergency rooms for ambulatory care sensitive conditions can also be studied through local planning. Local planning groups can propose appropriate responses to these issues and others and help to build a community-wide consensus around them.

To stimulate and support local health planning, the Department has commenced a number of initiatives, in addition to this RGA. The Department is encouraging hospitals and their local health departments to work with other community stakeholders to target two or three priorities from the Department's Prevention Agenda and develop a plan to address them. To support these efforts, the Department is launching a web-based tool, Prevention Quality Indicators (PQI), that will allow the general public to examine hospital discharges for specified ambulatory care sensitive conditions by zip code and demographic group. The Department will also be integrating applicable Prevention Agenda priorities, PQI data, and community health assessments into the CON review process. In the long-term care arena, the Department and the State Office for the Aging have established Long Term Care Councils in every county to assist in the evaluation of the local long term care system on an ongoing basis and make recommendations to address identified needs.

II. Programmatic Objectives

This RGA is intended to stimulate and subsidize the development of multi-stakeholder, collaborative local health planning efforts aimed at promoting healthy communities by identifying community health care needs and aligning the health care delivery system with those needs. The goals of the RGA are twofold: (1) the activities and recommendations of grantees under this RGA will be used to inform the Department's approach to local planning generally; and (2) the grantees' analyses will inform the Department's assessment of the delivery system in various localities and its approach to CON applications where applicable.

The Department seeks to fund innovative and replicable approaches to local health planning related to health care infrastructure – the acute, ambulatory and long-term care services and facilities that comprise the delivery system. The Department recognizes that a one-size-fits-all local planning strategy may be unrealistic and would like to encourage multiple models of health planning suitable for different types of communities with diverse health care challenges. Applicants may propose to conduct a comprehensive analysis of a regional health care environment and delivery system and address a wide range of issues along the full continuum of care. Alternatively, applicants may study a narrower set of issues affecting a small geographic area such as a portion of a county or even a cluster of community districts in New York City. It is important to note, however, that this RGA is not soliciting epidemiological studies of discrete health issues that fail to address (or address only peripherally) the health care delivery system. Rather, the RGA seeks recommendations concerning the appropriate configuration of health care delivery systems and appropriate allocation of health care resources to address community health needs and improve health outcomes, while responding to consumer preferences and curbing unnecessary drivers of health care costs.

III. Who May Apply

Entities eligible to apply for funding to conduct local health planning include:

- Not-for-profit corporations;
- Local governments, including but not limited to local health departments; and
- Public benefit corporations.

Coalitions that incorporate a broad array of health care stakeholders, including consumers, practitioners, local governments, payors, business interests and providers are strongly encouraged to apply. Unincorporated coalitions must apply through a lead applicant that is a not-for-profit corporation, local government entity, or a public benefit corporation.

IV. Funding Allocation

Up to \$6 million will be awarded under this RGA through a competitive process. Award amounts may be less than the amount requested, if specific proposed costs are deemed inappropriate or if scope of work is deemed insufficient to justify the requested grant amount.

Two categories of grants (small and large) will be made available:

Small Project Grants. Up to \$2 million of the funds available will be awarded to support small projects. Individual grant requests in this category may not exceed \$200,000. Small project grants will be allocated between two geographic groups (New York City and Rest of State) and by region as follows:

- **New York City:** Up to \$700,000 will be awarded to the highest scoring small projects in New York City.
- **Rest of State:** Up to \$1.3 million will be made available to the highest scoring small projects outside of New York City. The highest scoring application in each of the five regions listed below will be awarded a grant. Any funds remaining in the small project category for projects outside of New York City will be allocated to the highest scoring applications that have not received an award.
 - o **Western Region:** Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans and Wyoming Counties.
 - o **Central Region:** Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Oneida, Onondaga, Ontario, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne and Yates Counties.
 - o **Northern Region:** Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington Counties.
 - o **Hudson Valley Region:** Delaware, Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester Counties.
 - o **Long Island Region:** Nassau and Suffolk Counties.

Applicants must clearly indicate the region that will be addressed by their project.

Large Project Grants. Up to \$4 million of the funds available will be awarded to support projects requiring funding of more than \$200,000. Individual grant requests in this category may not exceed \$1 million. Large project grants will be allocated between two geographic groups as follows:

- **New York City:** Up to \$1.3 million will be made available to the highest scoring large projects in New York City.
- **Rest of State:** Up to \$2.7 million will be made available to the highest scoring large projects outside of New York City.

Applicants for large project grants must clearly indicate whether their project will address New York City or an area outside of New York City.

Accordingly, a total of up to \$2 million will be made available for projects in New York City. A total of up to \$4 million will be awarded to projects outside of New York City. Any funds available, but not awarded, within New York City or Rest of State in the small or large project category may be reallocated to projects in the same geographic group (NYC or Rest of State) in the other project category. In the event that funds remain after all eligible projects are funded in either of the two geographic groups (NYC or Rest of State), the funds may be reallocated to projects in the other geographic group. In addition, the Department reserves the right to reallocate funds between the two geographic groups and between the large/small project categories to meet the objectives of the RGA.

V. Project Goals and Activities

The Department of Health seeks to encourage the development of health planning models that evaluate and address community health needs and issues concerning the delivery system in a specified geographic region or planning area. Applicants may focus on one issue or a variety of issues. Projects that are sustainable beyond the grant period will be viewed more favorably.

Grantees should solicit diverse stakeholder input in the community health assessment, prioritization process, and development of recommendations. Grantees will be expected to collect and analyze data in order to identify and quantify community health care needs, consumer preferences, and/or health care trends. They should also facilitate a consensus among stakeholders on community health care needs and priorities and appropriate strategies to address them. The process should result in concrete recommendations to the State Department of Health to inform the appropriate alignment of health care resources with health needs in the selected community and recommendations concerning one or more of the following:

- (1) the assessment of specific CON applications;
- (2) the direction of CON policy and local health planning, and/or
- (3) programs and policies affecting the delivery system and allocation of health care resources in the specified community.

A. Scope of Work

Grantees should engage in collaborative health planning in a specified community or region (the planning area). The selected planning area must be identified in the application. It may be as large as a multi-county region or as small as a town or a community planning district in New York City. However, the planning area should be rational from the perspective of sound health planning, based on utilization of health care services, size of the population, patient migration patterns and consumer preferences, and existing health care and transportation infrastructure.

Grantees are expected to make recommendations concerning one or more community health needs and/or health care trends in the planning area and the appropriate configuration of the

health care delivery system and/or allocation of health care resources to address those needs or trends. Examples of such needs and trends include:

- Health disparities;
- Long-term care capacity and need, for both nursing home and community-based services;
- Stability and role of community hospitals in the face of evolving technologies, heightened specialization, and out-migration of services;
- Health care delivery system capacity to address public health priorities;
- Access to preventive, primary and other ambulatory care services;
- Over-use of emergency departments for ambulatory care sensitive conditions;
- Competition to acquire expensive medical technology;
- Inpatient capacity and modernization needs;
- Other issues specific to the locality.

In formulating their recommendations, grantees should take into account such factors as access to care, particularly for low-income and uninsured individuals and individuals with disabilities; quality of care; consumer preferences; cultural competence; and cost-effectiveness. Recommendations should advance the objective of a high-performing health care delivery system.

Grantees must conduct the following activities:

1) **Community Collaboration.** Grantees should actively engage a diverse group of stakeholders in the health planning process, the identification of relevant data and appropriate resources, the identification of community health care needs and trends, and the development of recommendations to address needs and trends. Stakeholders should include providers, consumers, payors, local health departments, and the business community.

2) **Community Health Assessment.** Grantees are expected to assess aspects of the local health care environment relevant to the issue or issues to be addressed through the planning process. Such analysis may include:

- Demographics (e.g., age, ethnic composition, immigrants, socioeconomic status, insurance status, people with disabilities)
- Health and health care disparities
- Health status, prevalence of chronic diseases, and incidence of infectious diseases
- Reproductive health and poor birth outcomes, including teen pregnancy and access to prenatal care
- Health care service capacity, including over-supply and service gaps
- Workforce issues
- Utilization trends
- Other related factors, (e.g. penetration of health information technology, telemedicine, transportation, etc.)

The community health assessment should be supported by a sound analysis of objective data. In addition to data collected at the state level, grantees should attempt to develop and analyze up-to-date data from local sources. Grantees may choose to conduct surveys, focus groups or similar data gathering activities where data are not available from conventional sources. Grantees should also identify barriers to developing and accessing necessary data at the local level.

3) **Identification of Priorities and Recommendations.** In collaboration with other stakeholders, grantees must identify community health and/or health system priorities and make recommendations concerning the configuration of the health care delivery system and the allocation of health care resources to address these needs.

4) **Self-Evaluation.** Grantees will be asked to identify the strengths and weaknesses of the process they developed to assess community health needs and trends, identify priorities and make recommendations. Grantees should be able to discuss their models' sustainability and adaptability to other community health care challenges and evaluate challenges they faced in the planning process and solutions developed to address such challenges.

B. Deliverables

Grantees will be expected to submit reports with appropriate progress markers and data which will be used by the Department of Health to assess whether the grantee is meeting the grant's objectives. The format and content of all reports must be approved by the Department of Health and are subject to revision during the contract period. At a minimum, grantees will be required to submit quarterly, annual and final reports.

1) **Quarterly and Annual Reports.** These reports should describe progress as it relates to the process the grantee is conducting relevant to data development and analysis, and recommendations related to identified needs. Reports should include information such as:

- The composition of the decision-making body;
- Mechanisms for securing stakeholder input, such as advisory committees and public meetings;
- Stakeholders consulted;
- Data sources;
- Milestones reached;
- Obstacles confronted and solutions developed;
- Program activities;
- Recommendations on pending Certificate of Need Applications, where applicable.

2) **Final Report.** The final report should briefly summarize the topics, process and issues included in the quarterly reports and the following:

- Description of planning process;
- Community health assessment findings;
- Specific recommendations for the selected planning area's health care delivery system including, but not limited to, specific strategies for addressing identified local health care need(s) and trends, including the optimal alignment of health care

- resources with needs or new programs or models for improving the delivery of care;
- Federal, state and/or local policy changes needed to advance the grantee’s goals and recommendations; and
- A self-evaluation which discusses the planning model’s strengths and weaknesses including, but not limited to, successes, challenges, sustainability and scalability.

VI. Completing the Application

A. Application Content

Each application must include the following components:

1) **Executive Summary.** The application should include a concise description of the applicant and a summary of the proposed project. It should describe briefly the geographic area to be addressed and the relevant characteristics of the area, its residents, its health status indicators, and its health care delivery system. It should also explain the community health need and health care delivery system issue or issues to be examined.

2) **Applicant Organization and Other Participants.** This section should include a description of the applicant and other participants in the project. It should provide the missions and services of each participating organization and its qualifications to participate in the proposed project. Letters of commitment from non-applicant participants should be included as attachments to the application. Applicants that include in their project a diverse group of stakeholders representing a range of interests and perspectives will be viewed more favorably than those that do not.

3) **Project Team.** The applicant should describe the specific positions that will staff the project and the qualifications for each position. If possible, the applicant should identify the individuals who will fill each position and attach a resume for each. The applicant should explain how each position will contribute to the project and how the expertise and experience of the proposed team will satisfy the needs and objectives of the project.

4) **Program Activities.** This section should describe in greater detail the goals and scope of the project, the health issue or issues to be examined, and the objectives to be attained. It should identify with specificity the geographic region or planning area to be examined and justify its boundaries in terms of health care infrastructure, patient migration and preferences, transportation and other relevant factors. It should also explain why the particular health care issue(s) was selected. The applicant should describe its plan for soliciting stakeholder input into the planning process and final recommendations.

This section should include a detailed work plan for the project, including a timeline for relevant milestones. It should also detail the process for securing stakeholder input, the allocation of responsibilities of participant organizations, and the respective roles of the members of the project team in each of the project milestones.

If the project will be sustainable beyond the grant period, the applicant should describe the activities that will be continued and the anticipated funding for those activities.

5) **Budget and Justification.** The application must include a project budget that includes all components of the project, including those that may be funded through other sources. Applicants should submit a 24-month budget, assuming a **December 1, 2008** start date. All costs must be related to the provision of local health planning, as well as be consistent with the scope of services, reasonable and cost effective. A justification for each cost should be submitted in narrative form, not to exceed **2 single-spaced pages** in total. The budget format and justification form are attached as Attachment 7.

The project budget should include costs associated with transportation and overnight accommodations in New York State for up to two staff members to participate in two technical assistance/best practices programs for all grantees.

Eligible costs include, but are not limited to:

- Salaries and fringe benefits;
- Rental of office space;
- Consultant fees;
- Office expenses related to the project, such as supplies, postage, telephone, and photocopying;
- Computers and software necessary for data analysis or creation of reports;
- Travel expenses (transportation, lodging and per diem);
- Meeting expenses (e.g. room and audiovisual equipment rental);
- Stakeholder outreach expenses, such as advertising for meetings and conducting surveys and focus groups.

Costs not directly related to the project will not be eligible for funding. Ineligible budget items include, but are not limited to, capital expenses, such as construction or renovation of office space and pre-award costs. Ineligible 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.

THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RGA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR EXISTING ACTIVITIES. To the extent that an expense is incurred for both this project and other activities of the applicant or participants (e.g. staff salaries, computers, or office space rental), the expense must be prorated between this project and the other activities.

B. Application Format

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

Applications should not exceed **15 single-spaced** typed pages (not including the cover page, budget format and justification, and attachments), using a normal font. Applications should be organized as follows:

- | | |
|---|--------------------------|
| 1. <i>Executive Summary</i> | <i>(2 pages or less)</i> |
| 2. <i>Applicant Organization and Other Participants</i> | <i>(4 pages or less)</i> |
| 3. <i>Project Team</i> | <i>(3 pages or less)</i> |
| 4. <i>Program Activities and Work Plan</i> | <i>(8 pages or less)</i> |
| 5. <i>Commitment Letters</i> | |
| 6. <i>Budget Format</i> | |
| 7. <i>Budget Justification</i> | <i>(2 pages or less)</i> |

Page limits do not include appendices or attachments, such as resumes or commitment letters from other participants.

VII. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH Office of Health Systems Management, Division of Health Facility Planning and Division of Policy.

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

The technical score will comprise 80 percent of the overall score and will be based on:

- Responsiveness of the proposal to the types of issues and activities described in this RGA.
- Demonstrated inclusion of participants representing a broad array of health care stakeholders, including local health departments.
- Qualifications and experience of the applicants (and proposed staff, if known).
- Feasibility of the project.
- Significance to the community in question of the health and health care issue(s) to be examined.
- Capacity of the applicant to coordinate and/or perform the activities proposed.
- Ability of the project or planning organization to continue beyond the grant period.

The financial score will comprise 20 percent of the overall score and will be based on overall cost, reasonableness of the project's budget, and other factors.

Following the award of grants from this RGA, applicants may request a debriefing from the NYS DOH Office of Health Systems Management 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.

VIII. Administrative Requirements

A. Issuing Agency

This RGA is issued by the NYS Department of Health Office of Health Systems Management. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Christopher Delker
Director, Bureau of Grants and Procurement
New York State Department of Health
Division of Health Facility Planning
433 River Street
Troy, NY 12180-2299
e-mail: HEAL9LocalPlanning@health.state.ny.us

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

Questions of a technical nature can be addressed in writing or via telephone by calling (518) 408-0845. **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 requests for clarifications 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 RGA 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. Such updates will be posted by the date identified on the cover sheet of this RGA.

If prospective applicants would like to receive notification when updates/modifications are posted (e.g., responses to written questions), please complete and submit a letter of interest (see Attachment 3). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

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

C. Applicant Conference

There will *not* be an applicant conference for this project.

D. How to File an Application

Applications must be **received** by the date and time posted on the cover sheet of this RGA. Late applications will not be accepted. It is the applicant's responsibility to ensure that applications are delivered to the address below on or prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

Applications must be received by the deadline at the following address:

Christopher Delker
Director, Bureau of Grants and Procurements
New York State Department of Health
Division of Health Facility Planning
433 River Street, 6th Floor
Troy, NY 12180

Applicants shall submit one (1) original, signed application, three (3) copies and two (2) flash drives or compact discs. Application packages should be clearly labeled with the name and number of the RGA as listed on the cover of this RGA document. Applications will *not* be accepted via fax or e-mail.

E. The Department's Reserved Rights

The Department of Health reserves the right to:

- 1) Reject any or all applications received in response to this RGA.
- 2) Award more than one contract resulting from this RGA.
- 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 RGA 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 RGA will be effective only upon approval by the New York State Office of the Comptroller.

It is expected that contracts awarded under this RGA will commence on December 1, 2008 and expire on December 31, 2010. The availability of these funds in State Fiscal Year 2009-10 will be subject to reappropriation by the Legislature in 2009.

G. Payment & Reporting Requirements of Grant Awardees

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

Christopher Delker
Director, Bureau of Grants and Procurement
New York State Department of Health
Division Health Facility Planning
433 River Street, 6th Floor
Troy, NY 12180

Payments under the resulting grant disbursement agreements (GDAs) will be processed by the State (NYS Department of Health) in accordance with Article XI-A of the New York State Finance Law. The Grantee shall submit information of the type set forth below pursuant to the requirements to be set forth in the GDA:

- a) Payment terms will be based on completion of specific milestones to be outlined in the Project work plan and must be within the specific GDA budget.
- b) Prior to the disbursement of HEAL NY grant funds, the Grantee must provide DOH with documentation evidencing that a segregated account

has been established by the grantee into which grant funds will be deposited. Eligible expenses incurred in connection with the project to be financed with grant funds will be paid out of this account. The funds in such account shall not be used for any other purpose.

c) DOH shall make payment to the grantee, no more frequently than quarterly, based upon eligible expenses actually incurred by the grantee, upon presentation to DOH of a Standard Voucher Form, together with such supporting documentation as DOH may require, in the forms to be set forth in the GDA or as otherwise determined by DOH.

d) The grantee must provide proof of disbursement of grant funds, in a form acceptable to DOH, within sixty (60) days of the date that grant funds are disbursed to the grantee to pay for such costs. In the event acceptable proof of payment is not provided within that time frame, then DOH will not make any additional disbursements from grant funds until such time as proof of payment is provided.

e) In no event will DOH make any payment which would cause the aggregate disbursements to exceed the grant amount.

f) All costs for which reimbursement is sought must have been incurred and paid for by the grantee.

3) The grant grantee will be required to submit the following periodic reports:

Quarterly
Annual
Final Report

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 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 (Attachment 11).

I. General Specifications

- 1) By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
- 2) Grantee 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 RGA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section VIII.B.) must be clearly noted in a cover letter attached 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 RGA.
 - 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 RGA, 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 judgement 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 RGA by giving notice in writing of the fact and date of such termination to the Grantee. In such case the Grantee shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Grantee 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

Grantee 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 B - Budget
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Work Plan
- APPENDIX E - Unless the GRANTEE is a political sub-division of New York State, the GRANTEE shall provide proof, completed by the GRANTEE's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

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

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York

State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR

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

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

IX. Attachments

- Attachment 1: Prevention Agenda toward the Healthiest State 2008
- Attachment 2: Standard Grant Contract with Appendices
- Attachment 3: Letter of Interest Format
- Attachment 4: Application Checklist
- Attachment 5: Application Coversheet
- Attachment 6: Application Budget Format
- Attachment 7: Eligible Applicant Certification
- Attachment 8: Vendor Responsibility Attestation

PREVENTION AGENDA TOWARD THE HEALTHIEST STATE 2008

Public Health Agenda

In April 2008, Commissioner Daines launched a Prevention Agenda for the Healthiest State. This public health effort will support the goals of health care reform by establishing statewide public health priorities and asking local health departments and their health care and community partners to work together to achieve them. In addition to supporting health care reform, this initiative will focus the state and its communities on public health and primary/secondary prevention.

Rationale – Why Public Health

Improving the health of New Yorkers requires a renewed focus on the determinants of health and an investment in basic public health prevention. As much as 70% of health is influenced by social circumstances (such as income and education), environmental conditions (like toxic and microbial agents in the air), and behavioral patterns, while access to health care is responsible for 10% of health status. Public health focuses on two types of prevention. Primary prevention efforts promote healthy environments and behaviors within the community and within clinical settings with the goal of preventing disease in the first instance. Secondary prevention focuses on the early detection of disease to enable a cure or better treatment outcome. Primary prevention can improve health and help reduce health care costs. There is ample evidence that local and state level spending on community-based primary and secondary prevention can yield a return on investment through savings in health care and Medicaid budgets. However, use of clinical preventive services remains low and in several areas use of preventive care among racial and ethnic groups lags behind that of non-Hispanic Whites.

Approach

For the first time, local health departments (LHDs) across the state will be encouraged to collaborate with their hospitals to assess community health needs, identify health priorities and develop public health programs to meet needs. In 2009, LHDs will describe community needs and programmatic initiatives in their Community Health Assessments and Municipal Public Health Services Plan for the period 2010-2013. Hospitals will be encouraged to work with LHDs to describe their operational commitment to meeting community needs in their Community Service Plans. Collaborative community health planning will enable LHDs and hospitals to collaborate systematically to identify and address public health needs in their communities. The Prevention Agenda establishes a set of public health priorities, identifies 2010 goals for each priority area, and outlines indicators to measure progress toward achieving these goals, including indicators to track progress on eliminating racial, ethnic and socio economic health disparities where they exist. Priority areas include:

- Access to Quality Health Care
- Tobacco Use
- Healthy Mothers, Healthy Babies, Healthy Children
- Physical Activity & Nutrition
- Unintentional Injury
- Chronic Disease and Cancer
- Infectious Disease
- Healthy Environment
- Community Preparedness
- Mental Health and Substance Abuse

As part of the collaborative community health assessment process, the Department is calling on local health departments and hospitals to identify two-three local priorities from among the list, and to work together locally to implement strategies to address those needs. The Department will provide technical assistance on evidence based prevention and, if funding permits, incentives to support local communities to conduct this work. It will track progress and evaluate results. The community health needs identified locally can be used to help identify budgetary/legislative needs for the future. Local efforts will be complemented by statewide policy initiatives to help achieve the priorities. For Prevention Agenda indicators, please visit the Department's website: www.nyhealth.gov/press/releases/2008/2008-04-07_health_department_launches_public_health_week.htm

GRANT CONTRACT

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

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 1/08)
_____	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 _____	_____

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 1/08)

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;
 - ◆ 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.

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**:

- **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

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.

Sample

Letter of Interest

or

Letter to Receive Notification of RGA Updates and Modifications

Christopher Delker
 Director Bureau Grants and Procurement
 New York State Department of Health
 Division of Health Facility Planning
 433 River Street
 Troy, NY 12180-2299
 e-mail: HEAL9Local Planning@health.state.ny.us

Re: RGA #0806061239
 HEAL NY Phase 9:
 Local Health Planning Initiatives

Dear Mr. Delker:

This letter is to indicate our interest in the above Request for Grant Applications (RGA) and to request: *(please check one)*

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

E-mail address: _____

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

Sincerely,

Application Checklist

1. Application:

- Cover Sheet**
- Executive Summary (2 pages or less)**
- Applicant Organization and Other Participants (4 pages or less)**
- Project Team (3 pages or less)**
- Program Activities and Work Plan (8 pages or less)**
- Commitment Letters**
- Budget and Justification**
- Vendor Responsibility (completed on-line or attached)**
- Eligible Applicant Certification**

2. Packaging the Application:

- The package contains:**
 - One (1) original, signed application**
 - Three (3) copies of the application**
 - Two (2) flash drives or compact discs of the application**
- Application is scheduled to be received by 3:00 PM on the date shown on the RGA cover page**
- Application package is labeled:**
 - HEAL NY Phase 9: Local Health Planning Initiatives**
 - RG A # 0806061239**

Application Cover Sheet

Name and Address of Applicant Organization/Agency	
Organization/Agency:	
Address:	
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 December 1, 2008 Through December 31, 2010	Total Amount Requested: \$
Large Project Grants please check one: _____ New York City _____ Rest of State	Small Project Grants please check one region: _____ New York City _____ Western _____ Central _____ Northern _____ Hudson Valley _____ Long Island
Federal Identification Number:	Charitable Organization Number:
Type of Organization: _____ Private Not-for-Profit _____ Public Benefit Corporation _____ Local Government	Official Signing for Application Organization Name: Title: Address: Telephone: ()
Certification of Acceptance I certify that the statements herein are true and complete to the best of my knowledge, and 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	_____ Signature: _____ Date:

ELIGIBLE APPLICANT CERTIFICATION
CERTIFICATION FOR
HEALTH CARE EFFICIENCY AND AFFORDABILITY LAW (HEAL NY)
GRANTS

I hereby warrant and represent to the New York State Department of Health (“DOH”) and that:

- All contracts entered into by the Grantee in connection with the Project shall provide that the contractors performing work under such contract shall be deemed "state agencies" for the purposes of Article 15A of the Executive Law
- If awarded a grant, the funds will be expended solely for the project purposes described in this RGA and in the GDA and for no other purpose.
- I understand that in the event that the project funded with the proceeds of a HEAL NY grant ceases to meet one or more of the criteria set forth in the RGA, then DOH shall be authorized to seek recoupment of all HEAL NY grant funds paid to the Grantee and to withhold any grant funds not yet disbursed.

Applicant Name _____

Project Name _____

Signature _____ Date _____

Name (Please Print) _____

Title (Please Print) _____

Please note that in accordance with Part 86-2.6 of the Commissioner’s Administrative Rules and Regulations, **ONLY** the following individuals may sign the attestation form: Proprietary Sponsorship – Operator/Owner

- Voluntary Sponsorship – Officer (President, Vice President, Secretary or Treasurer), Chief Executive Officer, Executive Director, Chief Financial Officer or any Member of the Board of Directors
- Public Sponsorship – Public Official Responsible for Operation of the Facility or Agency

Application Budget Format

Please note: The budget is to reflect expenses over a 24-month period. Funding under this RGA may only be used to expand existing activities or create new activities. These funds may not be used to supplant other funds or to support pre-award activities. To the extent that an expense is incurred for both this project and other activities of the applicant or participants, the expense must be prorated between this project and the other activities.

Category 1: Personal Services

- All personnel spending any portion of their time on the project should be listed.
- Indicate how much of each individual’s time, in terms of FTE, will be spent on project.
- Indicate the amount requested from NYS under this RGA.
- Indicate the amount derived from other sources, if any.
- Specify the other source(s).
- See Category 3 for subcontractor personnel and consultants.

Name/Position in Project	% FTE	Salary	Fringe	Amount Requested from NYS	Amount Derived from Other Source(s)	Specify Other Source (s)
Total Personal Services						

Category 2: Other than Personal Services (OTPS)

- All OTPS expenses that are directly related to the conduct of program activities should be listed, regardless of whether funding for them is requested from New York State.
- Indicate the amount requested from NYS under this RGA.
- Indicate the amount derived from other sources, if any.
- Specify sources.
- Outreach/Publicity includes reasonable expenses associated with notifying community stakeholders of planning activities, surveying stakeholders, and soliciting community input.
- Travel expenses associated with subcontracts should be included in Category 3.

OTPS:

	Total Expense	Amount Requested from NYS	Amount Derived from Other Source(s)	Specify Other Sources
Office				
Space				
Rental				
Supplies				
Software				
Equipment				
Travel				
Outreach/Publicity				
Meeting Expenses				
Miscellaneous Other (itemize)				
Total OTPS				

Category 3: Contracts

- Identify contracts with consultants and others who will be paid out of grant funds.
- List each individual and/or organization to be retained separately. If the subcontractor has not yet been retained, please indicate "TBA" under "Sub-Contractor."
- Complete a separate budget using this form for each individual or organization listed in this section.

Subcontractor	Type of Service to be Performed	Total Expenses	Amount Requested from NYS	Amount Derived from Other Source (s)	Specify Other Sources
Total					

Budget Justification

1) Personal Services

For each position listed in the Category 1 - Personal Services, please provide a brief description of the duties supported by this contract.

2) Other Than Personal Services

Please provide a narrative justification for each item for which you are requesting reimbursement.

3) Contracts

Please provide a narrative justification for each of the contracts for which you are requesting reimbursement.

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: _____