

**New York State  
Department of Health  
Bureau of Chronic Disease Control  
Request for Applications**

*Legal Supportive Services for Individuals and Families Affected By Cancer*

**RFA # 0812111016**

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***KEY DATES***

**RFA Release Date: April 15, 2009**

**Questions Due: April 29, 2009**

**RFA Updates Posted: May 20, 2009**

**Applications Due: June 19, 2009**

**DOH Contact Name and Address:**

Mary Catherine Daniels, LMSW  
Survivorship Initiatives Coordinator  
Cancer Services Program  
Bureau of Chronic Disease Services  
NYS Department of Health  
150 Broadway – Room 350  
Albany, NY 12204

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## I. Introduction

### A. Description of Program

The New York State Department of Health (NYSDOH) seeks applications for the *Legal Supportive Services for Individuals and Families Affected by Cancer* initiative.

The purpose of the initiative is to fund non-profit community-based programs to provide direct, free or reduced fee legal assistance to underserved individuals and families whose lives have been affected by diagnoses of cancer. The funded applicant will provide members of underserved priority populations with legal assistance and support in planning for long and short term legal, financial, and medical needs. This legal assistance should address access to and denial of entitlements, preparation of wills and living wills, designation of health care proxies, future care and custody of minor children, guardianship and stand-by guardianship, estate planning, development of advance directives, insurance and employment and/or housing discrimination.

It is anticipated that up to \$490,000 will be available annually to support six (6) contracts to provide free or reduced fee legal services to New Yorkers who experience any of these cancer-related legal issues. For purposes of this RFA, the state will be divided into six regions: *Western, Central, Northeastern, Hudson Valley, Metropolitan and Long Island*. (**See Attachment 1A and 1B** for listing of counties by region.) Funding will be awarded to the highest scoring applicant from each of these regions. It is expected that the grants issued as a result of this RFA will begin on or about October 1, 2009 through March 31, 2014. The initial contract period will cover an 18-month timeframe, from October 1, 2009 through March 31, 2011 and will be renewable annually for 12-month periods through March 31, 2014. Yearly contract renewals are contingent upon successful completion of all program requirements and funding availability.

### B. Background

In 2008, it is estimated that more than 1,400,000 Americans will be diagnosed with cancer. Currently, almost 12 million Americans are cancer survivors (survivors). For the purposes of this RFA, a survivor is defined as “an individual from the time of a cancer diagnosis through the remaining years of life.” Due to the aging of the population, rising incidence of some cancers, increased screening and earlier detection and improved treatments, it is expected that the number of people living with cancer diagnoses as part of their health histories will continue to climb.

Approximately 97,000 New Yorkers are expected to be diagnosed with cancer in 2008. The NYS Cancer Registry has estimated cancer prevalence by cancer site and gender for New York State (NYS) as of January 1, 2005. Registry estimates indicate that 144,900 living males and 148,300 living females were diagnosed with cancer within the last five years and 343,000 living males and 419,500 living females were diagnosed within the past 30 years (numbers rounded to the nearest 100.) The US Census Bureau Quick Facts states that 14.5% of New Yorkers are living below the poverty line (<http://quickfacts.census.gov/qfd/states/36000.html>). Based on this figure, an estimated 110,566 survivors living in NYS live below the poverty line and might benefit from free

legal services if in need of legal assistance.

NYS recognizes that a diagnosis of cancer affects individuals with the disease and their families in various ways. New Yorkers diagnosed with cancer face many medical and psychosocial challenges during the diagnosis, treatment and post-treatment phases of this illness. These challenges include issues associated with the immediate and long term effects of treatment (pain, cardiomyopathy, osteoporosis, neuropathy, “chemobrain”, etc.), changes in or altered self-image, depression, sexual and reproductive concerns, and fear of disease recurrence.

Beyond these life-altering challenges, significant legal and financial concerns may arise as a direct result of the diagnosis. Therefore, legal assistance is an area of growing need for many of those with cancer. Cancer-related legal assistance refers to the provision of assistance and support in planning for long and short term legal, financial, and medical needs. These needs include access to health care services, settlement of insurance disputes, entitlement to benefits, estate planning, preparation of wills and advance directives and guardianship and child custody concerns. Access to such legal assistance can help reduce stress in an already difficult situation.

In 2005, the Institute of Medicine and the National Research Council presented joint recommendations in a document entitled: “*From Cancer Patient to Cancer Survivor - Lost in Transition.*” These recommendations addressed various issues likely to be faced by survivors and suggested public health strategies in response. One of the recommendations encouraged public and private sponsors of services to support survivors and their families by financing programs that offer “support and legal advice.”

According to a 2007 LegalHealth (of the New York Legal Assistance Group) study co-funded by the Lance Armstrong Foundation and the Centers for Disease Control and Prevention (CDC) “cancer patients have significant legal problems that must be addressed to maintain quality of life during and after cancer treatment and to promote continued access to healthcare.” Results from this study indicated that “83% of the 51 cancer patients surveyed reported that legal services helped reduce their worries and stress, 51% said legal services had a positive effect on their financial situation and 33% reported that legal services had a positive effect on their families or loved ones.”

The NYS Comprehensive Cancer Control Plan identifies employment and insurance barriers, disability income support and other legal issues such as permanency planning for survivors as key issues that should be addressed through public health strategies.

In 2003, in recognition of the need for legal assistance for survivors, the NYSDOH became the first state health department in the nation to offer funding to non-profit, community-based organizations to provide free or reduced fee legal assistance to individuals and families affected by cancer. The response of clients to the activities of current and previous contractors funded under this initiative indicates that this innovative program has positively impacted individuals diagnosed with cancer and their families.

## **New York State Cancer Services Program**

This program will be located within the NYSDOH Cancer Services Program (CSP). The CSP strives to be a leader in the field of cancer education, community outreach, early detection, treatment and support programs and coordinates access to quality, culturally-sensitive services for New Yorkers in need through collaborations with community partners.

### Cancer Screening, Diagnosis and Treatment

The CSP oversees the delivery of community-based, comprehensive, age-appropriate breast, cervical and colorectal cancer screenings to uninsured and underinsured individuals in NYS through a partnership program. These services also include case management through diagnosis and treatment for those diagnosed with breast, cervical or colorectal cancer and facilitated enrollment into the Medicaid Cancer Treatment Program for eligible individuals with breast, cervical, colorectal or prostate cancer.

### Professional Education

The CSP collaborates with various partners statewide to ensure that medical professionals are made aware of the most recent evidence-based guidelines in the field of cancer via symposia, grand rounds, and other means.

### Public Education

The CSP develops and distributes educational materials promoting clear and consistent messages about cancer screening and survivorship and organizes campaigns to promote the activities of contractors.

### Research and Evaluation

The Cancer Screening Research and Evaluation Unit supports the CSP in ongoing efforts to regularly monitor program activities. The Data Unit maintains an internet-based data entry system used by CSP partnerships to enter screening, diagnostic, treatment, and demographic information on all screening program clients. This data system facilitates timely reimbursement, improves the quality of data collected, and helps reinforce program procedures. The Data Unit also compiles surveillance data regarding cancer-related incidence, mortality and screening to help CSP partnerships assess the needs of their local communities and focus outreach efforts on eligible priority populations.

### Cancer Survivorship Initiatives

The NYSDOH was the first state health department in the nation to address cancer survivorship by supporting community-based grant initiatives that offer psychosocial supportive services extending beyond the treatment phase of cancer. These programs meet the needs of individuals and families across the state touched by any type of

cancer and serve as a resource for men and women diagnosed with cancer through the CSP partnerships.

### Legal and Supportive Services Program

In 2003, six contractors were funded as part of a demonstration project to provide free or reduced fee legal assistance to individuals and families whose lives were affected by diagnoses of cancer. In an average year, almost 800 individuals and families seek and receive legal services from these contractors. This initiative will be continued through this competitive procurement to identify contractors for the period of 10/1/09 to 3/31/14.

## **II. Who May Apply**

Eligible applicants for this Request for Applications (RFA) include non-profit organizations in the State of New York which are either community-based organizations that provide legal services as part of their mission or academic institutions that provide legal services through law school clinics.

These organizations should demonstrate experience and expertise in providing legal assistance via a staff attorney or attorneys to individuals and families affected by serious chronic diseases such as cancer or HIV/AIDS.

Organizations with established linkages to other local community-based organizations which serve people with chronic diseases and which propose to provide services to underserved priority populations are encouraged to apply.

The priority population is individuals and/or families affected by a diagnosis of cancer who: (1) cannot afford private representation or legal advice; (2) face geographic, language or cultural barriers which may make it difficult for them to access legal services; and/or (3) are diagnosed with cancer through the CSP. Because cancer-related expenses can significantly impact the financial status of individuals or families, a specific income threshold is not required and each situation should be evaluated on its own merits to assure that individuals most in need are receiving these services.

It is expected that recruitment of priority population clients will be ongoing during the course of this contract. Recruitment strategies should consider the access barriers faced by potential clients who may be too ill to travel, homebound, hospitalized or in hospice care. Recruitment strategies should include: (1) presentations to providers and the public at community organizations and institutions providing services to persons with cancer and their families; (2) outreach at hospitals, clinics and practices that diagnose and treat people with cancer; and (3) coordination of activities with Cancer Services Program contractors providing screening, education, awareness or support services.

Organizations that demonstrate the capacity to serve a high percentage of individuals and/or families who are members of the priority population(s) are more likely to be evaluated highly and funded under this initiative.

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

### III. Project Narrative

#### A. Project Deliverables

Contractors funded under this initiative will conduct outreach and recruitment to individuals and families affected by cancer, with emphasis on reaching underserved populations in need of legal services, and will provide the following:

- Financial needs assessment and service plan to reach short and long-term legal services goals for each client;
- Culturally competent, linguistically appropriate legal services for individuals and families in priority populations, including, but not limited to, assistance with entitlements, employment and housing discrimination, insurance disputes, preparation of wills and living wills, designation of health care proxies, future care and custody of minor children, guardianship, and stand-by guardianship;
- A written policy, subject to NYSDOH CSP approval, to assess each client's financial capacity to pay for selected services. A discounted/sliding fee schedule developed in accordance with the guidelines in **Attachment 2** should be used for this purpose. Fees collected through this process should be reinvested in this initiative;
- Appropriate billing of anyone presenting for these legal services who is able to pay a portion of the customary fee;
- Education for family members, caregivers, and community legal, health and human services professionals about legal issues pertinent to individuals with cancer; and
- Appropriate information about and referrals to other needed services and entitlements (e.g. counseling, support groups, housing and other relevant social services.)

## IV. Administrative Requirements

### A. Issuing Agency

This RFA is issued by the NYSDOH, Division of Chronic Disease Prevention and Adult Health, Bureau of Chronic Disease Control, CSP. NYSDOH 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:

Mary Catherine Daniels, LMSW  
Survivorship Initiatives Coordinator  
NYS Department of Health  
Bureau of Chronic Disease Services  
Cancer Services Program  
150 Broadway - Room 350  
Albany, NY 12204  
Phone (518) 474-1222  
Fax (518) 473-0642

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until the date posted on the cover of this RFA. Questions and Answers will be available on or about the date posted on the cover. Prospective applicants who would like to receive notification when updates/modifications are posted (including responses to written questions) should complete and submit a Letter of Interest (LOI) (**Attachment 3**)

LOIs should identify the agency that is applying and describe the specific geographic area that will be served. Submission of a LOI is not a requirement for submitting an application, nor are those submitting a LOI required to submit an application. LOIs will be accepted via mail at the address listed above as well as via fax to (518) 473-0642 or email: [BCDSCAL@health.state.ny.us](mailto:BCDSCAL@health.state.ny.us). Please refer to: RFA # 0812111016.

Questions of a technical nature can be addressed in writing to Mary Catherine Daniels at the address above or send a note to: [BCDSCAL@health.state.ny.us](mailto:BCDSCAL@health.state.ny.us)

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

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

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

will be posted on or about the date indicated on the cover page of this RFA. Prospective applicants who would like to receive *written notification* when updates/modifications are posted (including responses to written questions), should complete and submit a LOI (**Attachment 3.**)

### **C. Applicant Conference**

An Applicant Conference will not be held for this project.

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

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

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

Applicants shall submit one (1) original, signed application and three (3) copies. The original should be clearly marked "ORIGINAL." Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications will not be accepted via fax or e-mail.

\*It is the applicant's responsibility to see that applications are delivered to the address above prior to 5:00 P.M. on the date posted on the cover sheet of this RFA.

Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

### **E. The Department of Health reserves the right to:**

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

negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.

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

## **F. Term of Contract**

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

It is expected that the contracts resulting from this RFA process will have an initial 18-month contract period beginning on or about October 1, 2009. Renewals are contingent upon successful completion of all program requirements and funding availability.

## **G. Payment and Reporting Requirements**

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

Priscilla Tyner  
NYS Department of Health  
ESP Corning Tower, Rm. 515  
Albany NY 12237

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment will be made within 30 days of receipt of a correct invoice

3. The funded contractor will submit quarterly activity reports detailing progress achieved in implementing the annual work plan and an end of the year report summarizing the work done in the contract year. In addition, reports specific to particular initiatives may be required.
4. All applications that result in a contract awarded by the State will be required to undergo an annual comprehensive site visit by staff of the CSP. Staff and others required to be in attendance are to be named at the discretion of the Department.

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

## **H. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC

Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (**Attachment 4.**)

## I. General Specifications

1. By signing the "Application Cover Page" (**Attachment 5**) each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.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 RFA.
  - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
  - c. If, in the 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 RFA by giving notice in writing of the fact and date of such

termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

## J. Appendices

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

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

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

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

- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

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

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

## V. Completing the Application

### A. Application Content

Applicants must complete the application by addressing the following sections in the order in which they appear. All applications should conform to the format prescribed below and should contain the following information. Please read each section carefully and be certain to respond to each item included in every section when completing your application.

**Application Cover page** - including all the information asked for below. This **will not** count towards application page total. (Maximum page limit 1, see **Attachment 5**)

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

**Section I. Agency Mission and Description** (up to 4 double spaced pages - 20 pts)

- Describe your agency, its overall mission and types of services that it provides
- Describe the population(s) currently served by your agency including: age, gender, race, socioeconomic status, insurance status, and other significant characteristics as appropriate
- Describe all existing cancer-related or chronic disease-related activities provided by your agency including:
  - type of services provided
  - length of time these services have been provided
  - number of clients and family members served
  - location (s) where these services are provided
- Describe the agency's experience in working collaboratively with other organizations to provide services to those with cancer or chronic diseases in the region to be served
- Describe the agency's participation in networks, taskforces, coalitions and other planning bodies, including the agency's role and activities in these efforts
- Describe how the proposed legal activities will be integrated with other programs and services within the agency and the community

**Section II. Need for Project** (up to 3 double spaced pages - 20 pts.)

- Describe the purpose of the project and why it is needed in your community; clearly document the need with statistics
- Provide a description of the priority population and area to be served, including the number, location and characteristics of that population
- Describe how those individuals with cancer and their families will benefit from the project
- Describe barriers that affect access to legal services for the priority populations
- Describe barriers that affect access to other services for the priority population
- Describe other programs in the priority geographic area(s), if any, providing activities similar to those proposed in your application

**Section III. Project Design/Technical Proposal** (up to 5 double spaced pages - 40 pts.)

- Describe how clients will be identified and engaged in services
- Explain specific outreach and recruitment strategies to reach priority populations
- Present a plan to collaborate with appropriate community organizations to carry out the proposed activities
- Describe how your agency will ensure that the services provided are culturally and linguistically competent as well as age, gender, and developmentally appropriate

- Describe the discounted/sliding fee policy your organization proposes to use
- Include activities which will be conducted to meet each objective, method of evaluation, timeframe and staff responsible for carrying out these activities
- Describe the staff that will be involved in the program. Attach resumes for key project staff along with job responsibilities
- Provide a clear estimate of the number of persons (individuals and families) to be served under each intervention or activity and the duration of the services
- The application should address the entire contract period from 10/1/09-3/31/14 while the Project Workplan (goals, measurable objectives, program evaluation method) (**Attachment 6- not included in page count**) should detail activities only for the time period: October 1, 2009 – March 31, 2011.

**Section IV. Budget and Justification** (not counted in page total - 20 pts)

See attached budget forms (**Attachments 7 and 8**)

Applicants should use the attached budget forms to propose an initial 18-month budget to support all program activities. All costs must be related to the provision of services described in this RFA, as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted in narrative form using the forms provided. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.

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

NYS funded indirect costs may not exceed ten percent (10%) of your direct costs and should be fully itemized and justified (i.e., space, utilities, etc.).

Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or remodeling or modification of structure.

Applicants must include travel expenses for the NYSDOH Cancer Services Program Statewide Contractors Meeting that is held semi-annually in Albany NY. This meeting is a deliverable for these contracts. Applicants should review established NYS travel and lodging rates when calculating travel and lodging costs. Reimbursement for travel and lodging will not exceed the stated standardized agency rate and in no case will exceed the approved NYS rates ([www.osc.state.ny.us/agencies/travel/reimbrate.htm](http://www.osc.state.ny.us/agencies/travel/reimbrate.htm)).

## B. Application Format

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

Applications should not exceed **12 DOUBLE-SPACED**, numbered, typed pages, with a 1" margin and using a 12 point font. One point will be deducted for each of these formatting requirements that are not followed. Applications that exceed the page limit will only be reviewed on the first 12 pages (not including the cover page, budget and attachments.)

The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

- |   |  |
|---|--|
| 1. <i>Agency Mission and Description</i>    | <b>4 double-spaced pages or less</b><br>(Maximum Score: <b>20 points</b> ) |
| 2. <i>Need for Project</i>                  | <b>3 double-spaced pages or less</b><br>(Maximum Score: <b>20 points</b> ) |
| 3. <i>Project Design/Technical Proposal</i> | <b>5 double-spaced pages or less</b><br>(Maximum Score: <b>40 points</b> ) |
| 4. <i>Budget and Justification</i>          | <b>Not Counted in Page Total</b><br>(Maximum Score: <b>20 points</b> )     |

## C. Review and Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by panels convened by the CSP. The highest scoring applicant in each of the six regions designated (**Attachment 1**) will receive the requested grant award not to exceed \$81,666.00 per 12-month period based on availability of funds.

Applications failing to adhere to all the prescribed formatting requirements outlined in this RFA will have points deducted. **Formatting point deductions:**

Failure to:

Use 12-point font -1 point

To double-space- 1 point

To use 1" margins-1 point

To adhere to the prescribed page limits- 1 point (\*do not review beyond 12 pages)

To number pages- 1 point

(\*Except Attachments or Appendices)

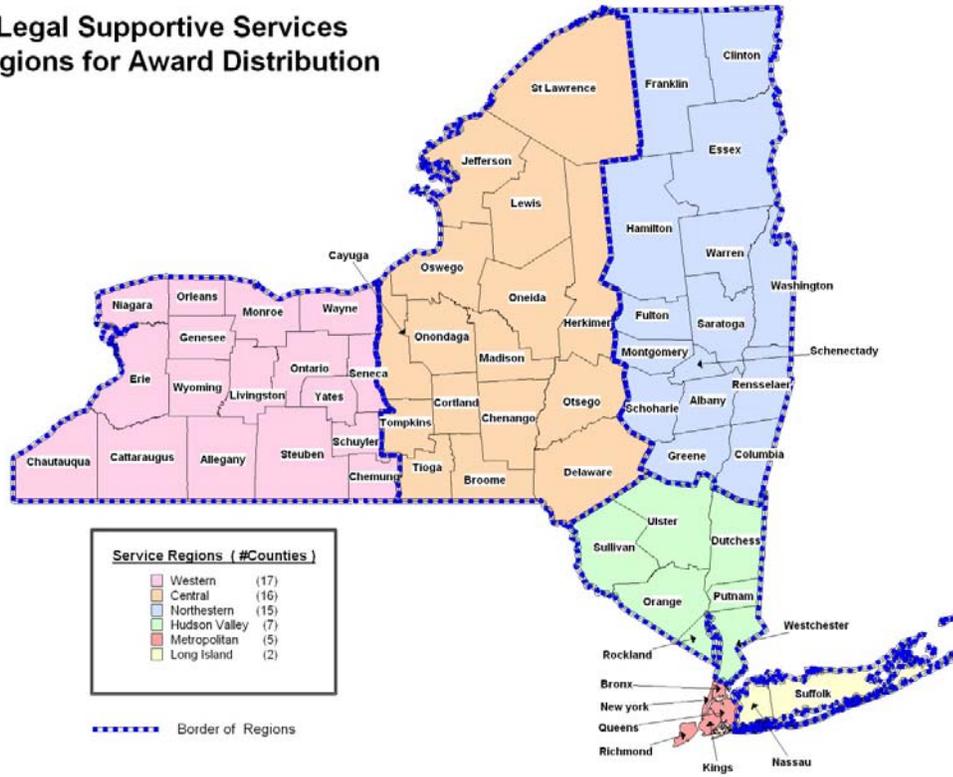
(\* 8-point font and single spacing are allowed in the Project Workplan.)

Following the award of grants from this RFA, applicants may request a debriefing from the NYS DOH Bureau of Chronic Disease Services/CSP no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

## **VI. Attachments**

1. A. Regional Map  
B. Regional/County Distribution
2. Discounted/Sliding Fee Schedule Guidelines
3. Sample Letter of Interest (LOI)
4. Vendor Responsibility Attestation
5. Application Cover Page
6. Workplan Template
7. Instructions for Completing Budget
8. Budget Form
9. Checklist for Application Submission
10. Grant Contract

### Legal Supportive Services Regions for Award Distribution



**Regional/County Distribution**

*Legal Supportive Services for Individuals and Families Affected By Cancer*

**RFA # 0812111016**

**Western Region-**Allegany, Erie, Genesee, Chautauqua, Cattaraugus, Chemung, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Wyoming, Yates

**Central Region-** Broome, Cayuga, Chenango, Cortland, Delaware, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, St. Lawrence, Tioga, Tompkins

**Northeastern Region-**Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Saratoga, Schenectady, Schoharie, Rensselaer Warren, Washington

**Hudson Valley Region-**Dutchess, Orange, Putnam, Sullivan, Ulster, Westchester, Rockland

**Metropolitan Region-**Bronx, Kings, New York, Queens, Richmond

**Long Island Region-**Nassau, Suffolk

*Legal Supportive Services for Individuals and Families Affected By Cancer*

**RFA # 0812111016**

**DISCOUNTED/SLIDING FEE SCHEDULE**

**Guidelines**

A discounted/sliding fee schedule for the receipt of legal services ensures that no financial barriers exist for those clients who meet specific financial eligibility criteria, and that clients who have sufficient resources pay a portion of the customary bill for these services.

What is a discounted/sliding fee schedule?

Discounted/sliding fee schedules are locally derived mechanisms (discounts) to address how to equitably charge clients for services rendered. The mechanism must be in writing. Fees are set based on federal poverty guidelines; client eligibility is determined by income and family size. Schedules are established and implemented to ensure that a non-discriminatory, uniform, and reasonable charge is consistently and evenly applied, on a routine basis.

How should a discounted/sliding fee schedule be developed?

The following issues should be addressed when developing a discounted/sliding fee schedule:

- The discounted/sliding fee schedule should be based on Income Thresholds from the yearly Federal Poverty Guidelines. (The guidelines are published annually in the Federal Register) Updates may be found at [http://aspe.hhs.gov/poverty/.](http://aspe.hhs.gov/poverty/))
- Clients below the federal poverty level cannot be charged for services;
- No client can be denied services due to an inability to pay;
- Signage is posted to ensure that clients are aware of the availability of a discounted/sliding fee;
- Clients complete a written application to determine financial eligibility for the discounted/sliding fee;
- Each client's privacy is protected; and
- Records are kept to account for each visit and corresponding charges (if any.)

Review of client income

The method of reviewing client income should be determined by the individual contractors. The selected methodology should be non-discriminatory, uniform and evenly applied.

*Legal Supportive Services for Individuals and Families Affected By Cancer*

**SAMPLE LETTER OF INTEREST (LOI)**

**RFA # 0812111016**

Dear Ms. Daniels:

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

We understand that in order to automatically receive any RFA updates and/or modifications as well as answers to submitted questions, the Department of Health requires that this letter be received by the NYS Cancer Services Program by the date stated in the RFA.

Sincerely,

*Legal Supportive Services for Individuals and Families Affected By Cancer*

**RFA # 0812111016**

**Vendor Responsibility Attestation**

To comply with the Vendor Responsibility Requirements outlined in Section H. Administrative, 8. 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 proposal/bid 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: \_\_\_\_\_

*Legal Supportive Services for Individuals and Families Affected By Cancer*

**RFA # 0812111016**

**Application Cover Page**

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

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

Federal Employee Identification Number:	NYS Charities Registration Number:
---	------------------------------------

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

Printed Name ( <i>First, Last</i> ):	Title:
Telephone number:	Fax number:
( )	( )
E-mail:	

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

Printed Name ( <i>First, Last</i> ):	Title:
Telephone number:	Fax number:
( )	( )
E-mail:	
Counties to be served:	

--	--

**Signature of Applicant or Authorized Representative**

Date:

*Legal Supportive Services for Individuals and Families Affected By Cancer*

**RFA # 0812111016**

Workplan Template

**Project Workplan**

<b>Goal 1:</b>		<b>Measures of Effectiveness:</b>		
<b>Objectives</b>	<b>Activities Planned To Achieve This objective</b>	<b>Evaluation Method</b>	<b>Timeframe for Assessing Progress</b>	<b>Staff Members Responsible</b>

*Legal Supportive Services for Individuals and Families Affected By Cancer*

**RFA # 0812111016**

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

General Information

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

**BUDGET NARRATIVE/JUSTIFICATION FORMS**

Use the directions in **Attachment 8** to provide a justification/explanation for the expenses included in the Operating Budget and Funding Request. The justification must show all items of expense and the associated cost that comprise the amount requested for each budget category (e.g. if your total travel cost is \$1,000, show how that amount was determined - conference, local travel, etc.), and if appropriate, an explanation of how these expenses relate to the goals and objectives of the project.

**PERSONNEL SERVICES**

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

**FRINGE BENEFIT RATE**

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

**NON-PERSONNEL SERVICES**

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

Supplies and Materials

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

Travel

Provide a delineation of the items of expense and estimated cost (i.e. travel costs associated with conferences, including transportation, meals, lodging, registration fees) along with a justification of need. Costs should be based upon the agency's applicable travel reimbursement policy, but should not exceed the rates established by NYS (see [www.osc.state.ny.us/agencies/travel/reimbrate.htm](http://www.osc.state.ny.us/agencies/travel/reimbrate.htm).)

## Consultants/Per Diem/Contractual Services

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

## Equipment

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

## BUDGET

### PERSONNEL SERVICES

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

Title: The title given should reflect either a position within your organization or on this project. More than one individual in a particular title may be listed together.

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

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

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

Total Expense: Total expense can be calculated using the following method:  
 $(\text{Total Annual Salary}) \times (\text{\$FTE}) \times (\text{\# of months worked}/12) = \text{Total Expense}$ .

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

**TOTAL EXPENSE for salaries and fringe benefits must then be distributed between (1) NYS, (2) third party, (3) other source as deemed appropriate. You may use any combination of these three categories for each line item, as long as the total expense = NYS + third party + other source.**

### NONPERSONNEL SERVICES

All non-personnel services expenses should be listed regardless of whether or not funding for these expenses is requested from New York State.

*Legal Supportive Services for Individuals and Families Affected By Cancer***RFA # 0812111016****BUDGET****Contractor:****Contract #:****Fed ID Number:****For the period:**

	<b>% Time</b>	<b>Annual Salary</b>	<b>Total Budget Requested</b>	<b>NYS Funds Amount</b>	<b>In Kind</b>
<b>PERSONNEL</b>					
Project Director					
Fringe Benefits					
Subtotal					
<b>OTPS*</b>					
Consultant Fees					
Office Supplies					
Advertising					
Printing					
Postage					
<b>Subtotal</b>					
<b>Total</b>					

**\*OTPS Budget Justification****Budget Justification**

On a separate document, provide justification and a breakdown for each item requested in the budget. Provide details (e.g. brief job descriptions, description of how position or other line item contributes to program objectives) and demonstrate all calculations (e.g. telephone service must detail costs per line or staff person; postage must include how postage will be used, postage rate, approximate number of items to be mailed, etc.) For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined.

*Legal Supportive Services for Individuals and Families Affected By Cancer*

**RFA # 0812111016**

**Checklist for Application Submission**

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

- Signed original, plus three (3) additional copies of the application (including appendices) are enclosed.
- Application is clearly labeled with name and number of RFA.
- Application Cover Page is completed and attached to each copy.
- Time line, workplan, budget and budget justification are included
- Staff resumes and job responsibilities attached
- Vendor Responsibility Attestation

# GRANT CONTRACT

STATE AGENCY (Name and Address):

\_\_\_\_\_

. NYS COMPTROLLER'S NUMBER:

. ORIGINATING AGENCY CODE:

.

\_\_\_\_\_

CONTRACTOR (Name and Address):

\_\_\_\_\_

. TYPE OF PROGRAM(S)

.

.

.

\_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

CHARITIES REGISTRATION NUMBER:  
PERIOD:

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

\_\_\_\_\_

. INITIAL CONTRACT PERIOD

. FROM:

. TO:

. FUNDING AMOUNT FOR INITIAL

.

.

\_\_\_\_\_

CONTRACTOR HAS( ) HAS NOT( ) TIMELY  
FILED WITH THE ATTORNEY GENERAL'S  
CHARITIES BUREAU ALL REQUIRED PERIODIC  
OR ANNUAL WRITTEN REPORTS.

. MULTI-YEAR TERM (if applicable):

. FROM:

. 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 8/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX X	Modification Agreement Form (to accompany modified
appendices		for changes in term or consideration on an existing period or
for		renewal periods)

**OTHER APPENDICES**

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

\_\_\_\_\_ APPENDIX \_\_\_\_\_  
 \_\_\_\_\_ APPENDIX \_\_\_\_\_

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

_____	.	_____
_____	.	Contract No.
_____	.	_____
_____	.	STATE AGENCY
_____	.	_____
By: _____	.	By: _____

(Print Name)

(Print Name)



## 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:

#### Conditions of Agreement

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.

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.

This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

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.

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.

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.

Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

#### Payment and Reporting

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.

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.

The CONTRACTOR shall meet the audit requirements specified by the STATE.

#### Terminations

This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

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.

The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

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.

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.

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.

#### 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.

#### 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.

#### Safeguards for Services and Confidentiality

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.

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.

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 8/08)

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

of 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the U.S.C. In accordance with P.L. 101-121, section 319, 31

1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or

technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to

law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
- a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
  - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be

submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.

- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

- a) Payments of reasonable compensation made to its regularly employed officers or employees;
- b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than  
a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
- c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

than

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

leased

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

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

The CONTRACTOR agrees that it will require that the language of this

certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

**Instructions for Certification**

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

- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to

which

this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
  - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
  7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
  8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
  9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
  10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
  11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
  12. Other Modifications
    - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
      - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;

- ◆ Appendix C - Section 11, Progress and Final Reports;
- ◆ Appendix D - Program Workplan will require OSC approval.

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

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

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

- **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 B

BUDGET  
(sample format)

Organization

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

Budget Period: \_\_\_\_\_ Commencing on: \_\_\_\_\_ Ending on:  
\_\_\_\_\_

Personal Service

Number	% Time Annual Title	Salary	Total Amount Devoted to This Project	NYS	Budgeted From
--------	---------------------------	--------	--	-----	---------------

Total Salary \_\_\_\_\_  
Fringe Benefits (specify rate) \_\_\_\_\_  
TOTAL PERSONAL SERVICE: \_\_\_\_\_

Other Than Personal Service Amount

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

TOTAL OTHER THAN PERSONAL SERVICE \_\_\_\_\_

GRAND TOTAL \_\_\_\_\_

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

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

#### 1. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed \_\_\_\_\_ percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR

if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

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

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

if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be

appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than \_\_\_\_ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the \_\_\_\_\_.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than \_\_\_\_\_ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- 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.

## Progress and Final Reports

Organization \_\_\_\_\_

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

Report Type:

Narrative/Qualitative Report

\_\_\_\_\_ (Organization Name) will submit, on a quarterly basis, not later than 30 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.)

Statistical/Quantitative Report

\_\_\_\_\_ (Organization Name) will submit, on a quarterly basis, not later than 30 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.)

Expenditure Report

\_\_\_\_\_ (Organization Name) \_\_\_\_\_ will submit, on a quarterly basis, not later than 30 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.

## Final Report

\_\_\_\_\_ (Organization Name)  
\_\_\_\_\_ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

## APPENDIX D

### PROGRAM WORKPLAN (sample format)

A well written, concise workplan is required to ensure that the Department and the contractor are both clear about what the expectations under the contract are. When a contractor is selected through an RFP or receives continuing funding based on an application, the proposal submitted by the contractor may serve as the contract's work plan if the format is designed appropriately. The following are suggested elements of an RFP or application designed to ensure that the minimum necessary information is obtained. Program managers may require additional information if it is deemed necessary.

#### I. CORPORATE INFORMATION

Include the full corporate or business name of the organization as well as the address, federal employer identification number and the name and telephone number(s) of the person(s) responsible for the plan's development. An indication as to whether the contract is a not-for-profit or governmental organization should also be included. All not-for-profit organizations must include their New York State charity registration number; if the organization is exempt AN EXPLANATION OF THE EXEMPTION MUST BE ATTACHED.

#### II. SUMMARY STATEMENT

This section should include a narrative summary describing the project which will be funded by the contract. This overview should be concise and to the point. Further details can be included in the section which addresses specific deliverables.

#### III. PROGRAM GOALS

This section should include a listing, in an abbreviated format (i.e., bullets), of the goals to be accomplished under the contract. Project goals should be as quantifiable as possible, thereby providing a useful measure with which to judge the contractor's performance.

#### IV. SPECIFIC DELIVERABLES

A listing of specific services or work projects should be included. Deliverables should be broken down into discrete items which will be performed or delivered as a unit (i.e., a report, number of clients served, etc.) Whenever possible a specific date should be associated with each deliverable, thus making each expected completion date clear to both parties.

Language contained in Appendix C of the contract states that the contractor is not eligible for payment “unless proof of performance of required services or accomplishments is provided.” The workplan as a whole should be structured around this concept to ensure that the Department does not pay for services that have not been rendered.

**Agency Code 12000  
APPENDIX X**

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

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

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

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

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

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

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

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

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

\$ \_\_\_\_\_  
(Value before amendment)

From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_.  
(Initial start date)

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

\$ \_\_\_\_\_

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

This will result in new contract terms of:

\$ \_\_\_\_\_  
(All years thus far combined)

From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_.  
(Initial start date) (Amendment end date)

Signature Page for:

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

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

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

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

**CONTRACTOR SIGNATURE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**STATE COMPTROLLER'S SIGNATURE**

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