

**RFA Number: 0911180147**

**New York State Department of Health  
Center for Community Health  
Division of Family Health**

**REQUEST FOR APPLICATIONS (RFA):  
Prevention of Child Morbidity and Mortality in NYS  
Keeping New York Kids Alive**

**KEY DATES**

|                                       |  |
|---------------------------------------|--|
| <b>RFA Release Date</b>               | <b>April 2, 2010</b>                     |
| <b>Questions Due:</b>                 | <b>April 16, 2010</b>                    |
| <b>Questions &amp; Answers Posted</b> | <b>April 30, 2010</b>                    |
| <b>RFA updates Posted:</b>            | <b>May 3, 2010</b>                       |
| <b>Applications Due:</b>              | <b>May 14, 2010 No later than 5 P.M.</b> |
| <b>Anticipated Project Start Date</b> | <b>November 1, 2010</b>                  |

**Contact Name & Address:** **James Raucci, Manager  
Child Morbidity and Mortality Prevention Program  
New York State Department of Health  
Division of Family Health  
Room 2162, Corning Tower  
Empire State Plaza  
Albany, New York 12237**

## Table of Contents

|   | <b>Page</b> |
|---|-------------|
| I. Introduction   | 3           |
| A. Intent of the Initiative                                     | 3           |
| B. Background   | 3           |
| C. Availability of Funds  | 5           |
| II. Who May Apply   | 5           |
| A. Minimum Eligibility Requirements                             | 5           |
| B. Preferred Eligibility Criteria                               | 5           |
| III. Project Narrative/ Work Plan Outcomes                      | 5           |
| A. Priority organizations and populations to receive services   | 5           |
| B. Scope of Work  | 6           |
| C. Anticipated Outcomes   | 9           |
| D. Program Staffing   | 9           |
| IV. Administrative Requirements                                 | 9           |
| A. Issuing agency   | 10          |
| B. Question and Answer Phase                                    | 10          |
| C. Applicant Conference   | 10          |
| D. How to file an application                                   | 10          |
| E. NYS Department of Health Rights                              | 11          |
| F. Term of Contract   | 12          |
| G. Payment Methods and Reporting Requirements of Grant Awardees | 12          |
| H. Vendor Responsibility Questionnaire                          | 13          |
| I. General Specifications                                       | 13          |
| J. Appendices Included in DOH Contracts                         | 14          |
| V. Completing the Application                                   | 15          |
| A. Application Content  | 15          |
| B. Application Format   | 18          |
| C. Review and Award Process                                     | 18          |
| VI. Attachments   | 19          |
| Attachment 1: Standard Grant Contract with Appendices           | 20          |
| Attachment 2: Letter of Interest Format                         | 49          |
| Attachment 3: Application Checklist                             | 50          |
| Attachment 4: Application Coversheet                            | 51          |
| Attachment 5: Budget Instructions                               | 52          |
| Attachment 6: Application Budget Format                         | 56          |
| Attachment 7: Work Plan Format                                  | 62          |
| Attachment 8: Vendor Responsibility Questionnaire               | 63          |
| Attachment 9: Vendor Responsibility Attestation                 | 68          |

## **I. Introduction**

### **A. Intent of the Initiative**

The intent of this initiative is to prevent unnatural deaths, poor health outcomes, injury or disability in children by expanding the scope and improving the quality of prevention and risk reduction activities across New York State.

The contractor awarded funding under this initiative will support the Department of Health (DOH) and the Office of Children and Family Services (OCFS) in expanding and improving the quality of the child fatality review process. The contractor will assist in improving the skills of local officials who work in the child fatality review process to promote improved community services delivery and the development of local public health risk reduction and safety focused prevention programs. Specifically the contractor will (1) promote the development of new child fatality review teams by offering technical assistance support to local agencies, as they develop and implement child fatality review and prevention efforts as a community-based process to assess and improve services to protect children and adolescents; (2) help refine the practices used by local teams by assisting them with continuous self assessment, effective use of data, and evaluating feedback from communities; (3) support expanded use of the child fatality review process in translating data into policy. Policies concerning other adverse events (e.g., morbidity) affecting the maternal and child health population may also be supported; (4) promote collaboration among local agencies to increase effectiveness of efforts to improve child health and safety and reduce duplication of effort and (5) support operation of a state level multidisciplinary group (6) serve on local fatality review teams as experts on Sudden Infant Death Syndrome (SIDS) and other sleep related infant injury deaths as staff availability permits and infant case(s) are reviewed (7) directly conduct statewide risk reduction activities and services for SIDS and other sleep related infant injury related deaths.

### **B. Background**

New York State Department of Health's death certificate data indicates that over 40% of child deaths in NYS may be preventable. More specifically, over 1,300 children of age 28 days through 18 years die annually in New York State (NYS), and approximately 40% of these deaths are categorized as accidents, homicides and suicides. An additional 12% of deaths are categorized as sudden and unexpected infant deaths, "ill defined" or "unknown and unspecified." Additionally, about 1,000 deaths occur each year among infants under 28 days of age. Child fatality rates remain higher in minority communities, especially among African-Americans.

Child deaths are tragedies. Understanding the cause and contributing factors of these deaths are a crucial first step toward preventing the tragedies from being repeated. Localities acting on this information is a vital next step. Combining local information at the state level to determine common factors and enacting more global prevention strategies are critical components of a child fatality prevention policy.

The New York State Office of Children and Family Services (OCFS) administers the Child Fatality Review Team (CFRT) initiative. Most local teams are funded by OCFS. Local child fatality review teams are authorized to review the death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency, any child for whom child protective services has an open case, any child for whom the local department of social services has an open preventive services case, and a report made to the New York Statewide Central Register of Child Abuse and Maltreatment (State Central Register) involving the death of a child. A fatality review team may also investigate any unexplained or unexpected death of any child under the age of eighteen.

A local or regional fatality review team must include, but need not be limited to, representatives from:

- County Department of Social Services (DSS) Child Protective Services (CPS)
- Office of Children and Family Services
- County Department of Health (or if locality does not have County Health Dept., then the local health commissioner or his/her designee, or the local public health director, or his/her designee)
- Office of the Medical Examiner (ME), (or if the if the locality does not have a ME, then the Office of the Coroner)
- District Attorney's Office
- Office of the County Attorney
- Local Law Enforcement
- State Law Enforcement
- Emergency Medical Services (EMS)
- Pediatrician or comparable medical professional (preferably with expertise in child abuse or forensic pediatrics)

A local or regional fatality review team may also include representatives from: DSS (other than CPS), mental health agencies, domestic violence agencies, substance abuse programs, hospitals, local schools and family court. Only the mandatory member individuals or organizations listed above are eligible to apply for approval to operate a local or regional CFRT.

Members of a local or regional fatality review team, persons attending a meeting of a local or regional fatality review team, and persons who present information to a local fatality review team have immunity from civil and criminal liability for all reasonable and good faith actions taken in conjunction with their participation on a CRFT, and can not be questioned in any civil or criminal proceeding regarding any opinions formed as a result of a meeting of the team. Team members can testify to information obtained independently of a local or regional fatality review team, or which is public information.

All meetings conducted, all reports and records made and maintained, all books and papers obtained by a CFRT are confidential and not open to the general public. The exceptions are: a court order, an annual report or a fatality report. Any annual or fatality report may not contain any individually identifiable information and must be provided to OCFS upon completion. OCFS is responsible for forwarding copies of all reports to other local CFRT's, to all citizen review panels, to the Governor, and the temporary president of the Senate and the Speaker of the Assembly.

The Department is partnering with OCFS to expand access to child fatality review and to improve the quality of the review process. The partnership will improve interagency communication and combine the strengths of both agencies in addressing child deaths. DOH has expertise in the areas of injury prevention, sudden unexpected infant death and epidemiological investigation. OCFS has expertise in child abuse and neglect, foster care and the current child fatality review system. Other state agencies may be invited to join a state level work group or team to prevent child deaths. The state level work group or team will likely be modeled after the local review teams.

The following list shows OCFS approved CFRT's and those in process of obtaining approval as of the writing of this RFA.

#### **Approved Teams**

Albany County CFRT

Bivona (Monroe County) CFRT

Broome County CFRT  
Chemung County CFRT  
Columbia/Greene Counties CFRT  
Madison County CFRT  
Nassau County CFRT  
Oneida County CFRT  
Onondaga County CFRT  
Oswego County CFRT  
Putnam County CFRT  
Rensselaer County CFRT  
Schoharie County CFRT  
Westchester County CFRT

### **C. Availability of Funds**

It is anticipated that approximately \$622,635 annually is available to support one contract for the provision of statewide services. The amount of the award will take into account the scope of services to be funded. It is expected that the contract resulting from this RFA process will have an initial 12-month period. The contract will be eligible for up to four annual 12-month renewal periods. All annual contract renewals will be contingent upon successful completion of program requirements and continued availability of funding.

## **II. Who May Apply**

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

Applications will be accepted only from not-for-profit organizations. Examples of organizations include, but are not limited to: academic institutions, medical organizations, and other health or human service not-for-profit organizations. Only one application will be accepted per eligible applicant. If more than one application is received from an eligible applicant, the last application documented as received will be reviewed and other application(s) will be returned. To be considered for funding, applicants must be able to provide services on a statewide basis.

### **B. Preferred Eligibility Criteria**

Experience in the child fatality review process and/ or SIDS risk reduction education.

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

### **A. Priority Organizations and Populations to Receive Services**

The selected applicant will support the Department of Health in its partnership with OCFS to develop an expanded and improved child fatality review and prevention initiative in New York State. Priority organizations to receive services are mandatory members of child fatality review teams as identified in the “Background” section above. In addition, the selected applicant will assist in the support of new child fatality review teams, as well as provide support to a state level work group or team. Sudden Infant Death Syndrome and other unexpected infant death risk reduction services would be provided to the following organizations and populations:

- newborn nursery staff
- medical providers: physicians, nurse practitioners, physician assistants
- child care professionals
- family members of newborn/newborn to be
- grandparents of newborn/newborn to be
- prepared childbirth instructors

- staff in community agencies who teach babysitting courses (e.g. Red Cross, YWCA, schools)
- disproportionately affected populations
- individuals and families who seek assistance following a sudden unexpected infant death
- public at large

## **B. Scope of Work**

The selected applicant will support the Department of Health and Office of Children and Family Services effort to expand and improve child fatality review and prevention. The selected applicant in conjunction with the Department of Health and Office of Children and Family Services is expected to plan, recruit, assist in obtaining approval and commencement of new local or regional teams to review, report on and prevent unanticipated child deaths. New or additional public funding to support new teams is unlikely. Therefore, recruitment of a lead agency and mandatory membership organizations for new teams is expected to require persuasive and persistent communications with their leadership. The creation of teams must be executed in accordance with state law, OCFS regulations and guidelines. Counties and regions (multiple counties) with large populations or those with smaller populations and a history of collaborating on health and/ or social service initiatives are priority areas for new team creation.

### Increase the Number of Fatality Review Teams

Some of the primary activities involved in starting a multidisciplinary child fatality review team include: developing a mission statement and goals, developing interagency protocols and confidentiality procedures, submitting the required application to OCFS to become an approved Child Fatality Review Team and implementing the case review process and actively conducting reviews.

According to OCFS law, each new team proposed will have a representative from the OCFS Regional Office, local child protective services, District Attorney, local and state law enforcement, Local Health Department, Office of the Medical Examiner or Coroner, Office of the County Attorney, Emergency Medical Services, and a pediatrician or comparable medical professional, preferably with an expertise in the area of child abuse and maltreatment or forensic pediatrics. Representatives from other agencies and professions may also contribute to the team. These agencies may include the local department of social services, mental health agencies, schools, hospitals, substance abuse programs, domestic violence programs and, Family Court. Applications for new teams must include letters of commitment from each of the agencies involved in the team specifying their agreement to actively participate and support the project's mission. General support letters are not acceptable evidence of an agency's commitment to the project.

The selected applicant will be expected to:

1. Work with DOH and OCFS to develop a plan to increase the number of local fatality review teams operating in the state.
2. Recruit new teams.
3. Assist in the development of team protocols and confidentiality procedures.
4. Assist teams with the OCFS approval process.
5. Assist teams to begin reviewing cases.

### Expand the Type of Cases Reviewed

The selected applicant will be responsible for working with new and existing teams to increase the number of reviews conducted on unexpected child deaths occurring in their jurisdiction. Priority deaths for review include but are not limited to:

- The death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency, any child for whom child protective services has an open case, any child for whom the local department of social services has an open preventive services case, and any child whose death has been reported to the State Central Register (SCR) as allegedly occurring as the result of abuse or maltreatment.
- Infant sleeping related deaths.
- Youth suicides.
- Other injury related deaths such as: teen operated vehicle crashes, drowning and fires.

Please note that additional or new priority categories of deaths may emerge during the funding period.

#### Improve the Effectiveness of Fatality Review Teams

The selected applicant will conduct activities to improve the effectiveness of existing teams. Activities are to be conducted in accordance with OCFS and DOH priorities and approval. An enumerated list of local team improvement areas are as follows:

1. Promote and assist in expanding the categories of mortality cases and morbidity statistics examined by local and regional teams.
2. Promote the use of, and provide technical assistance on, OCFS and nationally recognized death scene investigation protocols for member organizations.
3. Support improvement of local efforts to identify preventable circumstances or contributing factors for cases reviewed.
4. Provide training and technical assistance to local programs designing, conducting and evaluating prevention and/or risk reduction initiatives.
5. Assist local or regional teams to collect and report individual case and program level data consistent with National Center for Child Fatality Review standards.
6. Design, administer, fund and evaluate an initiative to provide “mini-grants” for local prevention initiatives. Teams would be eligible for an annual mini-grant for local, non-personnel expenses associated with a local prevention effort, using a portion of this funding. (Annual funding of \$1000 per OCFS approved child fatality review team should be allocated in the budget for this purpose). Eleven approved teams are listed in the background section of this application. Funding may be deferred to the next contract period for new teams receiving OCFS approval to operate during the current contract year.
7. Survey professional organization members and present information to them about the child fatality review and prevention efforts and enlist their support in local prevention initiatives.
8. Organize and support periodic training seminars for local team leaders and key members.

#### Support Operation of a State Level Multidisciplinary Group

The selected applicant will be expected to provide the following services in support of a state level work group or team following its development.

1. Support and facilitate meetings and periodic report development by a (not yet established) state level child fatality review work group or team.
2. Assist state level work group or team efforts to obtain state agency, and/or regulatory authorization to improve child fatality review or establish state level prevention initiatives.
3. Assist in the orientation and education of new members of a state level work group or team.
4. Convene periodic meetings of the state level work group or team and present information and data to them.

5. Take meeting minutes, summarize the findings and recommendations of the state group and assist in developing a plan to disseminate information and in the design state level prevention initiatives.
6. Present information regarding the state's program to interested parties.

#### Sudden Unexpected Infant Deaths

The selected applicant will provide a comprehensive statewide system for the education of the public about the risk factors associated with sudden, unexpected infant deaths including SIDS and provide information to and link families who experience such deaths with support services. The selected applicant is expected to:

1. Liaison with statewide and national organizations addressing the issues of sudden and unexpected infant death .
2. Lead, coordinate, and participate in national, state and local forums on sudden, unexpected infant deaths.
3. Assist the DOH in providing information to, and building a partnership with, Medical Examiners and Coroners regarding infant sleep related death scene investigation and death certificate completion.
4. Assist in responding to public inquiries.
5. Develop and disseminate SIDS risk reduction educational media (emphasis will be placed on providing risk reduction information to populations disproportionately affected by SIDS).
6. Develop and disseminate an educational program for first responders to notification of infant deaths, to provide them with the knowledge and skills to respond to infant deaths in a sensitive and supportive manner.
7. Refer and assist families to obtain supportive services.

#### Risk Reduction Educational Activities

Provide educational information to the public and professionals about risk factors that contribute to infant deaths, especially sudden unexpected infant death, using an array of educational approaches. Educational materials/media are needed for:

- Newborn nursery staff.
- Medical providers: physicians, nurse practitioners, physician assistants.
- Women in prenatal care.
- Family members of newborn/newborn to be.
- Grandparents of newborn/newborn to be.
- Child care professionals.
  - --in child care centers,
  - --in family child care homes.
- Prepared childbirth instructors.
- Staff in community agencies who teach babysitting courses (e.g. Red Cross, YWCA, schools).
- Disproportionately affected populations.
- Public at large
  - --through outreach workers in local health or social service departments,
  - --through distribution at hospitals, day care centers, supermarkets,
- Pharmacies and stores which sell baby gear.

Applicants are advised that the in person delivery of risk reduction information should be reserved for larger groups or ones that agree to implement a plan to disseminate the information to other critical audiences using tools provided by the contractor. Development and use of electronic methods to disseminate information broadly is a priority. These should include a publicized website, web casts, video and use of email to provide information directly to pregnant women, parents with infants and professionals.

### Family and Professional Support Activities

Provide first responders in infant death cases with information about sudden, unexpected infant deaths and the necessary skills to respond in a supportive manner to families who have experienced such occurrences. This would be accomplished through train-the-trainer courses, through curriculum development, and by use of various forms of communications media.

Act as a resource to connect families statewide who experienced the unexpected infant death with immediate and ongoing support. This activity can be provided by linking families with existing community services, support groups, voluntary or fee for service community agencies.

### **C. Anticipated Outcomes**

#### **Population based outcomes include:**

- Increased percentage of families placing infants on their back to sleep.
- Increased awareness of what constitutes a safe sleep environment for infants.
- First responders to the scenes of infant deaths will be knowledgeable about culturally appropriate and sensitive ways to interact with families.
- Families seeking assistance following an infant death are connected with appropriate services.
- Reduction in the African American post-neonatal infant death disparity.
- Fewer children die from preventable causes.
- Children are safer and healthier as a result of prevention efforts initiated.

#### **Team level outcomes include:**

- Teams review priority categories of fatalities.
- Increased number and categories of fatalities reviewed.
- Identify preventable circumstances and contributing factors to deaths.
- Teams initiate and evaluate system changes and prevention measures to improve the health and safety of children.

#### **State level outcomes include**

- Annual increase in the number of child fatality review teams.
- Total number of deaths reviewed will increase each contract year.
- Mean number of deaths reviewed per team will increase each contract year.
- Expansion of child fatality reviews to cases beyond those related to child abuse and neglect.
- State level work group or team will have adequate data and information from local and regional teams to warrant initiation of state level prevention measures.

### **D. Program Staffing**

In the event of a contract, a Program Director is required. The Program Director should have experience in health or social service program development and management on a regional or statewide level.

Other proposed staffing and qualifications should reflect adequate support for required program components:

- Providing the public with risk reduction education about sudden, unexpected infant death and safe sleep environments to diverse populations.
- Developing and working effectively with multidisciplinary teams.
- Developing multimedia prevention and risk reduction educational information.
- Understanding of and experience with conducting child fatality reviews.

### **IV. Administrative Requirements**

**A. Issuing Agency**

The NYS Department of Health, Division of Family Health, is issuing this RFA. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

**B. Question and Answer Phase:**

All substantive questions should be submitted in writing to:

James Raucci, Manager  
Child Morbidity and Mortality Prevention Program  
Division of Family Health  
New York State Department of Health  
Room 2162, Corning Tower  
Empire State Plaza  
Albany, NY 12237  
(518) 473-3511

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

Questions of a technical nature can be addressed in writing or via telephone by calling James Raucci at 518-473-3511. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

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

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

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

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

**C. Applicant Conference**

**An Applicant Conference will 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 \*.

James Raucci, Manager  
Child Morbidity and Mortality Prevention Program  
Division of Family Health  
New York State Department of Health  
Room 2162, Corning Tower  
Empire State Plaza  
Albany, NY 12237  
(518) 473-3511

Applicants shall submit **one (1) original** signed application and **six (6) complete copies**, including attachments. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications will not be accepted via fax or e-mail.

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

**E. The Department of Health Reserves the Right to:**

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.

17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. 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 a contract resulting from this RFA will have the following time period: *November 1, 2010 through October 31, 2011 with the option of four one year renewals.*

#### **G. Payment Methods and Reporting Requirements of Grant Awardees**

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

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

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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 terms will be: **Payment will be made on a quarterly basis contingent on the timely submission of required reports.**

3. The grant contractor will be required to submit the following periodic reports:

## **Four quarterly and one end-of-year report.**

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

### **H. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](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 use a copy of the paper form included as Attachment 8. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 9).

### **I. General Specifications**

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

- c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

#### 6. Accessibility of Web-Based Information and Applications

Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, *Accessibility of Web-Based Information and Applications* as such policy may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Policy NYS-P08-005 Appendix A, as determined by quality assurance testing. Such quality assurance testing will be conducted by the Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

### **J. Appendices Included in DOH Contracts**

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 G - Notifications

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**-- Affidavit 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**-- Affidavit 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-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**

This section describes the content and format requirements for applications, the qualitative competitive scoring criteria to be used, and information to assess the viability and feasibility of an organization's ability to successfully implement and accomplish the goals and objectives of their proposal.

Respond to each of the statements and questions listed below. Number/letter your narrative to correspond to each element in the order presented. Be specific and complete in your responses. Do not leave any element blank. If appropriate, indicate if the element is not relevant to your agency or application.

Please remember to refer to the Intent of the Initiative, Background, Scope of Work and Availability of Funds in Section I when developing your application.

All sections in the application should be labeled to correspond to the numbers and letters presented below.

All applications should conform to the format prescribed. Points will be deducted for applications that deviate from the prescribed format. Applications should not exceed the page limit for each section as described below

### **1. Cover sheet**

A form (Attachment 4) is provided to serve as the cover page for the application. All requested information should be supplied on this form. The cover sheet should be signed by your agency's chief executive officer and affirm the agency's commitment to implement the prescribed program, including assurances that staff will be qualified, appropriately trained and the provider has sufficient in house resources to support the project indicated with the amount you are requesting. The cover sheet will not be counted towards the application page limit.

### **2. Executive Summary:** Not to exceed 1 page – this page should be single-spaced.

- a. Amount requested to implement the program.
- b. Briefly address the program design including all elements in Section III B. above.
- c. Quantify the expected outcomes at the end of one and five years.
- d. Proposed first year activities.
- e. Targeted population(s) for sudden unexpected infant death risk reduction education (description and number of individuals to be served) .
- f. Staffing proposed to provide activities.

### **3. Organizational Capability:** Not to exceed 3 pages (double-spaced).

- a. Describe your agency, its mission and services.
- b. Describe previous collaborative experiences with public and/or private organizations to develop new initiatives or expand existing ones.
- c. Describe your agency's previous experience with multidisciplinary teams conducting child fatality reviews.
- d. Describe your agency's previous experience related to SIDS risk reduction.
- e. Describe your agency experience and record of accomplishments in:
  - Organizing and facilitating meetings of multidisciplinary groups.
  - Designing and evaluating community based prevention or risk reduction initiatives.
  - Providing technical assistance to other organizations engaged in direct service administration.
  - Developing private and public partnerships to achieve outcomes.
  - Utilizing survey or epidemiologic data to plan a statewide educational initiative.
  - Providing education to professional and public audiences.
  - Connecting culturally diverse families with services in a multi-county or statewide service area.
- f. Summarize any previous experience conducting a statewide public health or social service initiative including how oversight and evaluation were provided.
- g. Describe your agencies ability to design and administer a project that would provide mini-grants to local officials for a child fatality prevention initiative.

### **4. Statement of Need:** Not to exceed 2 pages (must be double-spaced)

- a. Describe the need for a statewide system of child fatality review and prevention and provide relevant data.
- b. Describe the need for a statewide system of SIDS risk reduction education and provide supporting data.

### **5. Program Narrative:** Not to exceed 4 pages (double-spaced).

Describe the proposed services and activities that will be conducted consistent with the scope of work described in section III B. Include:

- a. The methodology and timeline for implementing the proposed services and activities.
- b. Project the number of counties and individuals that will be reached for each of the required services and activities.
- c. How services and activities will be integrated with other existing programs around the state.

At the end of this section attach:

- A copy of the proposed program organizational structure in chart form; and
- A job description and minimum qualifications of the proposed Program Director.  
(These attachments will not be counted in the page limit for the application.)

**6. Program Workplan:** Should be completed on Attachment 7, not to exceed 5 pages (single spaced). The proposed work plan is a very important part of the application.

State the objectives related to the successful operation of all components of this program. There should be an objective for every activity or service in the described in the “Scope of Work”, Section III B. above. All objectives should be written using the SMART method of writing objectives as bulleted below. An objective is a specific, measurable condition that must be attained in order to accomplish a particular program goal. You can have multiple desired objectives for one goal. A simple acronym used to create useful objectives is called **SMART objectives**. SMART stands for:

- **Specific** – Objectives should specify what they want to achieve.
- **Measurable** – You should be able to measure whether you are meeting the objectives or not.
- **Achievable** - Are the objectives you set, achievable and attainable?
- **Realistic** – Can you realistically achieve the objectives with the resources you have?
- **Time** – When do you want to achieve the set objectives?

Both “process” and “outcome” objectives may be used. **Process objectives** often provide important information about the services provided (e.g., By the end of the first year, meetings with 12 county health or social services directors will be conducted regarding establishment of a child fatality review team). **Outcome objectives** should indicate the expected impact of the services to be provided (e.g., By the end of the first year, parents exclusively using a back sleeping position for their infant will increase by 3%). List the specific activities, timeframes, person(s) responsible, and evaluation method that will be used to assess the quality and effectiveness of the objective.

**7. Program Evaluation:** Not to exceed 2 pages (double-spaced).

- a. Explain what you would consider successful program implementation for each of the five 5 years your program is eligible to receive funding.
- b. State the specific outcome measures and indicators.
- c. Describe how you will measure program outcomes.
- d. Describe the plan to evaluate the impact of the program.
- e. Describe how evaluation results will be utilized to enhance future performance.

**8. Budget** (Attachment 5 & 6) Not included in page limits.

Complete the attached budget forms. Applicants should submit a 12-month budget, with an November 1, 2010 start date. All costs should be related to the provision of the RFA as well as be consistent with the scope of services, reasonable and cost effective. For all existing staff, the budget justification should delineate how the percentage of time devoted to this initiative has been determined. 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 ineligible items. **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.**

Administrative costs up to 10% will be allowed. These costs should be shown in line item format. Lump sum percentages will not be considered nor will indirect costs as a percentage against the grant. Funds will not be allowed for the purchase of major pieces of depreciable equipment or remodeling or modification of structure (although limited computer/printing equipment may be considered). Indirect costs are not an allowable expense. Indirect costs are those that have been incurred for common or joint projects that benefit overall agency cost objectives and cannot be readily identified or assigned to a particular cost objective.

**B. Application Format**

Applications have a 16-page limit not including the cover sheet, program summary, budget pages and required attachments. Points will be deducted if application section page limits are exceeded or the following formatting is not followed. The application content should be organized and labeled according to sections 1-6 above. Except for the program summary, budget and workplan format all pages should be double-spaced. All pages should be 8 ½ x 11 inches. Text printed on one side of the page should be 12 point font with 1” margins all around. All copies should be legible, pages in the body of the proposal are to be numbered, and attachments clearly marked.

All applications should conform to the format prescribed below. Points will be deducted from applications which deviate from the prescribed format.

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

|   | <b>Application Section</b> | <b>Maximum Length</b> | <b>Scoring</b>          |
|---|----------------------------|-----------------------|-------------------------|
| 1 | Cover Sheet                | 1 page                | Not Scored              |
| 2 | Executive Summary          | 1 page                | Not Scored              |
| 3 | Organizational Capability  | 3 pages               | Maximum Score 20 points |
| 4 | Statement of Need          | 2 pages               | Maximum Score 10 points |
| 5 | Program Narrative          | 4 pages               | Maximum Score 15 points |
| 6 | Program Workplan           | 5 pages (see form)    | Maximum Score 20 points |
| 7 | Evaluation                 | 2 pages               | Maximum Score 15 points |
| 8 | Budget                     | Required (see forms)  | Maximum Score 20 points |

**C. Review and Award Process**

**Review Process:**

Eligible applications will be reviewed and evaluated by the New York State Department of Health. Applications will be evaluated on their responsiveness to the intent of this RFA, and the comprehensiveness and specificity of the information requested in the Application Format.

Scoring will be based on the applicant's capability to provide the services outlined in their proposal, according to the scoring system described in B above. The value assigned to each section is an indication of the relative weight that will be given when scoring the application. A score of 65 or more is needed to be considered for an award.

The following key factors will also be given consideration and included in arriving at a score:

- What is the overall relevancy of the application to improving the health and safety of children in NYS?
- Is the scope of the proposed program in line with the amount of funding requested?
- Is the amount of funding requested reasonable with respect to the proposed services, staffing, and activities?
- Does the applicant demonstrate an understanding of child fatality review and prevention and prevention or risk reduction of sudden unexpected infant deaths?

### **Calculating Awards:**

A single award will be made to the highest scoring applicant proposing to provide statewide services. The award will be made based on a review for reasonable and appropriate costs. If the proposed budget includes items that are determined to be not appropriate or allowable in this initiative, the budget will be adjusted for the final award. Applicants will receive the amount requested, after the review removes ineligible and inappropriate costs as outlined in the Application Content's Budget sections, not to exceed \$622,635

If changes in funding amounts is necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above (or explain how).

Following the award of grants from this RFA, applicants may request a debriefing from the New York State Department of Health, Division of Family Health, Keeping NY Kids Alive program no later than three months from the date of the award announcement. This debriefing will be limited to the positive and negative aspects of the subject application. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: [www.osc.state.ny.us](http://www.osc.state.ny.us). In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: [http://www.osc.state.ny.us/agencies/gbull/g\\_232.htm](http://www.osc.state.ny.us/agencies/gbull/g_232.htm).

## **VI. Attachments**

### **A. Attachments**

- Attachment 1: Standard Grant Contract with Appendices
- Attachment 2: Letter of Interest Format
- Attachment 3: Application Checklist
- Attachment 4: Application Coversheet
- Attachment 5: Budget Instructions
- Attachment 6: Application Budget Format
- Attachment 7: Work Plan Format
- Attachment 8: Vendor Responsibility Questionnaire
- Attachment 9: 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:

\_\_\_\_\_  
INITIAL CONTRACT PERIOD

MUNICIPALITY NO. (if applicable):

FROM:  
TO:

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

\_\_\_\_\_  
FUNDING AMOUNT FOR INITIAL PERIOD:

\_\_\_\_\_  
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 10/08)
- \_\_\_\_\_ APPENDIX B Budget
- \_\_\_\_\_ APPENDIX C Payment and Reporting Schedule
- \_\_\_\_\_ APPENDIX D Program Workplan
- \_\_\_\_\_ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## OTHER APPENDICES

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



STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

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

## II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

### III. Terminations

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

### IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

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

VI. Safeguards for Services and Confidentiality

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

## STANDARD CLAUSES FOR NYS CONTRACTS APPENDIX A

Page 1 June, 2006

### STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines

of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion,

transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL**

**HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development

Division for Small Business

30 South Pearl St -- 7<sup>th</sup> Floor

Albany, New York 12245

Telephone: 518-292-5220

Fax: 518-292-5884

<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises

is available from:

NYS Department of Economic Development

Division of Minority and Women's Business Development

30 South Pearl St -- 2<sup>nd</sup> Floor

Albany, New York 12245

Telephone: 518-292-5250

Fax: 518-292-5803

<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

APPENDIX A-1  
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.

2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

3. Administrative Rules and Audits:

a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.

i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

ii. For a nonprofit organization other than

◆ an institution of higher education,

◆ a hospital, or

◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular, use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

c. The CONTRACTOR shall comply with the following grant requirements regarding audits.

i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

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

2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the

extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.

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

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

a) Payments of reasonable compensation made to its regularly employed officers or employees;

b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and

c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

**b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

**c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

Pursuant to the above-cited regulations, the New York State Department of Health (as a

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

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

*Instructions for Certification*

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.

8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.

9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

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

11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t (1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

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

- ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
- ◆ Appendix C - Section 11, Progress and Final Reports;
- ◆ Appendix D - Program Workplan will require OSC approval.

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

13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
  - **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
  - **DB-120.1** -- Certificate of Disability Benefits Insurance OR
  - **DB-155** -- Certificate of Disability Benefits Self-Insurance

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

15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

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

**APPENDIX A-2  
PROGRAM SPECIFIC CLAUSES**

1. Unless otherwise authorized or directed by the Department, all proposed subcontracts for the performance of the obligations contained herein require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. All such agreements between the Contractor and subcontractors shall be by bona fide written contract, which may only be changed by expressed written consent of both parties and upon prior approval of the Department.
2. The Department shall have the right to contact any subcontractor directly concerning the performance of the obligations contained herein and to require the attendance of the subcontractor at any or all meetings between the Contractor and the Department, at which the performance of the Contractor pursuant to this AGREEMENT will be discussed.
3. Any interest accrued on funds provided to the contractor by the Department pursuant to the contractor's request for an advance payment, shall either be used to reduce reimbursement owed to the Contractor by the Department pursuant to this AGREEMENT, or at the direction of the Department, used to provide additional services provided for under this AGREEMENT.
4. The Contractor agrees to identify the position(s) and the incumbent(s) responsible for directing the work to be done under this AGREEMENT. The Department may, at its discretion, require the Contractor to request prior approval from the Department to change or substitute such responsible person(s), to the degree that such change is within the reasonable control of the Contractor.
5. PUBLICATIONS AND COPYRIGHTS
  - a. The Contractor agrees that any and all materials, publications, videos, curricula conceived, produced and/or reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall become property of the Department and shall acknowledge the support of the Department of Health with the following language: *Produced with funding from the New York State Department of Health, Division of Family Health*.
  - b. The Department and the State of New York expressly reserve the right to reproduce, publish, distribute, copyright, or otherwise use, in perpetuity, any and all materials, publication, videos, curricula conceived and produced, resulting from the AGREEMENT or activity supported by this AGREEMENT.
  - c. The Contractor agrees that unless otherwise provided by the terms of this agreement, the Contractor is expressly prohibited from copyrighting the materials developed in the course of this AGREEMENT, or permitting others to do so without the prior written consent of the Department.

- d. If any materials paid for under this contract are used in a revenue generating activity, the Contractor shall report such intentions to the Department for prior written approval and shall be subject to the direction of the Department as to the disposition of such revenue.
- e. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the State of New York and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or the State of New York.

## 6. PURCHASING

- a. All procurement transactions, including but not limited to equipment purchases and leases, supplies, conference, training, or seminar related expenditures, and other services whose cost is borne in whole or in part by this contract shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition.
- b. Procurement records and files for purchases in excess of \$5,000 shall include the following:
  - i. basis for selection;
  - ii. listing of bidders solicited or vendors contacted, including but not limited to the response from each bidder or vendor to the solicitation;
  - iii. justification for lack of competition when competitive bids or offers are not obtained;
  - iv. basis for award cost or price.

7. Reimbursement for any travel related expenses, including but not limited to transportation, lodging, and meal expenses shall be based upon the actual, necessary, and reasonable expenses essential to the ordinary comforts of the traveler in the performance of the duties under this AGREEMENT. Such expenses shall be limited to the established travel reimbursement guidelines for State employees, issued by the Office of the State Comptroller.

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

**APPENDIX B**  
**TABLE A**  
**OPERATING BUDGET AND FUNDING REQUEST**  
Contract Period:

|                                   | Total Expense | Amount Requested From NYS | Other Source | Specify Other Source |
|-----------------------------------|---------------|---------------------------|--------------|----------------------|
| <b>Total Personal Services</b>    |               |                           |              |                      |
| <b>Total Nonpersonal Services</b> |               |                           |              |                      |
| <b>GRAND TOTAL</b>                |               |                           |              |                      |

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

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

**APPENDIX B  
TABLE A-1  
OPERATING BUDGET AND FUNDING REQUEST**

**PERSONAL SERVICES**

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

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

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

**APPENDIX B  
TABLE A-2  
OPERATING BUDGET AND FUNDING REQUEST**

**NONPERSONAL SERVICES**

|                                   | Total Expense | Amount Requested From NYS | Other Source | Specify Other Source |
|-----------------------------------|---------------|---------------------------|--------------|----------------------|
|                                   |               |                           |              |                      |
| <b>Total Nonpersonal Services</b> |               |                           |              |                      |

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

#### I. 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 25 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 the 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 30 calendar days, excluding legal holidays, after the later of either:

- the end of the first 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 a 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 canceled.

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. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-4032. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

- 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 **45** days after the end date 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 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 **Division of Family Health Fiscal Unit, NYS Department of Health, Corning Tower ESP, Room 878, Albany, NY 12237.**

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than **45** 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 disbursements by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual disbursements. All contract advances in excess of actual disbursements will be recouped by the STATE prior to the end of the applicable budget period.

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

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

## **II. Progress and Final Reports**

### **A. Financial Records**

The CONTRACTOR will maintain financial records, as required by the STATE, in such manner as to allow the identification of expenditure and revenue data associated with the services provided as part of this AGREEMENT.

### **B. Expenditure Report**

The CONTRACTOR will submit, on a quarterly basis, not later than **45** 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.

### **C. Quarterly Report**

The CONTRACTOR will submit a narrative for this initiative, on a quarterly basis, not later than **45** days from the end of the quarter. A report describing the quantitative aspects of the Workplan may be required on forms designated by the STATE.

- All quarterly reports should also be submitted to NYS DOH Regional Office staff.

### **D. Final Report**

The CONTRACTOR will submit a final report no later than **45** days after the end date of this AGREEMENT, 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.

- The final report should also be submitted to NYS DOH Regional Office staff.

### **E. Equipment/Inventory Report**

All equipment the cost of which is reimbursed under this AGREEMENT shall be deemed to be property of the STATE and shall be used as far as practicable by the CONTRACTOR for the purpose of carrying out the intent of this contract and shall not be available for the general use of the CONTRACTOR. A complete inventory of all such equipment shall be maintained by the CONTRACTOR who shall report to the appropriate Program Director of the State Department of Health acquisitions of equipment. All such equipment shall be identified in a suitable manner. An annual inventory of such equipment shall be submitted to such Program Director by the CONTRACTOR and is to be inclusive of all such equipment received during the contract year, within **45** days after the completion of the services to be performed under this AGREEMENT. Disposition of the inventoried property will be made in accordance with applicable provisions of law.

APPENDIX D

Work Plan Implementation Worksheet

Contract Year \_\_\_\_\_

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

Outcome:

| OBJECTIVE | SPECIFIC ACTIVITIES | TIME FRAME | PERSON RESPONSIBLE | EVALUATION METHOD (PROCESS) | EVALUATION METHOD (OUTCOME) |
|-----------|---------------------|------------|--------------------|-----------------------------|-----------------------------|
|           |                     |            |                    |                             |                             |
|           |                     |            |                    |                             |                             |
|           |                     |            |                    |                             |                             |
|           |                     |            |                    |                             |                             |
|           |                     |            |                    |                             |                             |

## Appendix G

### NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

#### **State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

**Agency Code 12000  
APPENDIX X**

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

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

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

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

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

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

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

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

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

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

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

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

This will result in new contract terms of:

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

Signature Page for:

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

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

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

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

**CONTRACTOR SIGNATURE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**STATE COMPTROLLER'S SIGNATURE**

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

# Sample

Letter of Interest

or

## Letter to Receive Notification of RFA Updates and Modifications

James Raucci, Manager  
Child Morbidity and Mortality Prevention Program  
Division of Family Health  
New York State Department of Health  
Room 2162, Corning Tower  
Empire State Plaza  
Albany, NY 12237

Re: RFA Number: \_\_\_\_\_ RFA Title: \_\_\_\_\_

Dear \_\_\_\_\_:

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

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

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

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

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

Sincerely,

**NEW YORK STATE DEPARTMENT OF HEALTH**  
**APPLICATION CHECKLIST**

This form is for the applicant organization's use to ensure that all required documents are included in the application.

- Cover Sheet
- Program Summary
- Application (including program summary)
- Workplan Forms
- Budget Forms
- Vendor Responsibility Questionnaire and/or Vendor Responsibility Attestation

APPLICATION COVER SHEET

NEW YORK STATE DEPARTMENT OF HEALTH

APPLICANT INFORMATION:

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

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Federal Identification #: \_\_\_\_\_

Charities Registration #: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

GRANT FUNDS REQUESTED:

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

The applicant certifies they are able to provide services statewide. Yes  No

By signing below, I attest to express authority to sign on behalf of the applicant.

Applicant Representative Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Board of Directors Executive Committee Member Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

## GENERAL BUDGET AND WORKPLAN INSTRUCTIONS

### APPLICATION INSTRUCTIONS

#### I. GENERAL INSTRUCTIONS/GUIDANCE

The following instructions apply to this application:

Application - The application cover sheet should include the amount of funding requested for the period November 1, 2010- October 31, 2011.

Guidance:

All revenues earned as a result of services and related activities performed pursuant to the contract shall be used to either expand program services funded by the agreement or to offset expenditures submitted to the state for reimbursement.

Patient confidentiality and informed voluntary consent are a concern to everyone, thus requirements as stated in the NY State Hospital Code (Article 28) will be considered the minimum standard that needs to be maintained.

Please number all pages in the upper right-hand corner.

#### II. BUDGET INSTRUCTIONS

The budget must be prepared on the forms provided in Attachment 6 for the period November 1, 2010- October 31, 2011 in accordance with the following "Instructions for Completing Operating Budget and Funding Request". Budget requests should relate directly to activities in the narrative and workplan.

## Instructions for Completing Operating Budget and Funding Request

**General:** administrative costs are limited to 10% of your grant amount. These costs must be identified individually, i.e., a flat 10% cannot be applied in an administrative cost line. Indirect costs as a percentage will not be allowed against NYS grant funds.

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

#### **Form 1: Personal Services**

#### **Form 2: Fringe Benefit Rate**

#### **Form 3: Nonpersonal Services**

Use Forms 1 and 3 to provide a justification/explanation for the expenses included in the Operating Budget and Funding Request. The justification must show all items of expense and the associated 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.

#### **FORM 1: PERSONAL SERVICES**

Include a description for each position, including the percentage of time spent on various duties where appropriate, on this form. Contracted or per diem staff are not to be included in personal services; these expenses should be shown as consultant or contractual services under Nonpersonal Services.

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

Specify the following components and their percentages comprising the fringe benefit rate: FICA & Medicare Tax, Health Insurance, Unemployment Insurance, Disability Insurance, Life Insurance, Workers Compensation, and Pension/Retirement (other components may be listed but require narrative justification/approval). Total the percentages to show the fringe benefit rate used in budget calculations. If positions have different fringe benefit rates, use an average for all positions.

#### **FORM 3: NONPERSONAL SERVICES**

Any item of expense not applicable to the below categories must also be listed along with a justification of need. Indirect cost is not an allowable expense against NYS funding.

##### Supplies and Materials

Provide a delineation of the items of expense and estimated cost of each along with justification of their need. Some routine supplies may be consolidated under office supplies.

##### Travel

Provide a delineation of the items of expense and estimated cost (i.e., travel costs associated with conferences, including transportation, meals, lodging, registration fees; administrative travel vs. programmatic travel; staff travel) and estimated cost along with a justification of need. Costs should not exceed state travel rates.

##### Subcontracts/Consultants/Per Diems/Contractual Services

Provide a justification of why each service listed is needed. Justification should include the name of the consultant/contractor, the specific service to be provided and the time frame for the delivery of services. **Subcontracts are subject to review and approval by the NYS Health Department.**

Equipment

Delineate each piece of equipment and estimated cost along with a justification of need. Equipment costing less than \$300 should be included in the Supplies & Materials category. Anticipated equipment purchases \$300 and greater should be included in the equipment line.

**BUDGET**

**TABLE A: SUMMARY BUDGET**

This table should be completed last and will include the total lines only from Table A-1 (Personal Services) and Table A-2 (Nonpersonal Services) and the Grand Total. As a check, grand total NYS should match the amount you were awarded for your grant. Total expense = NYS + Other Source. Other Source may be in-kind, other grants etc.

**TABLE A-1: PERSONAL 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 Nonpersonal Services expense on Table A-2):

Title: The title given should reflect either a position within your organization or on this project.

Annual Salary: Regardless of the amount of time spent on this project, the total annual, actual salary for each position should be given for the number of months applicable to that salary. **For example, if a union negotiated contract salary increase will impact a portion of the 12 month budget period it should be shown on the Table A-1 as follows (the same position will use two lines in the budget):**

| <u>Annual Title</u> | <u>Salary</u> | <u>% FTE</u> | <u>Total # months</u> | <u>Expense</u> |
|---------------------|---------------|--------------|-----------------------|----------------|
| Health Educator     | \$30,000      | 100%         | 4                     | \$10,000       |
| Health Educator     | \$35,000      | 100%         | 8                     | \$23,100       |

% FTE: The proportion of time spent on the project based on a full time equivalent (FTE) should be indicated. One FTE is based on the number of hours worked in one week by salaried employees (e.g. 40 hour work week). To obtain % FTE, divide the hours per week spent on the project by the number of hours in a work week. For example, an individual working 10 hours per week on the project given a 40 hour work week = 10/40 = .25 (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 months/12 months = .833. This ratio is part of the total expense calculation below. Indicate the number of months a position is subject to a specific salary if a portion of annual salary will be subject to a salary increase (see Annual Salary@ above).

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

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

Fringe Benefits: The total fringe amount should be shown (total expense annual salaries \* fringe rate from Form 2) where indicated on the Table A-1.

**TABLE A-2: NONPERSONAL SERVICES**

All Nonpersonal Services expenses should be listed regardless of whether or not funding for these expenses is requested from New York State. As with Table A-1, distribute total expense between NYS and Other Source (specify Other Source).

**III. WORKPLAN INSTRUCTIONS - (Attachment 7)**

- The workplan should address all of the general program requirements. The workplan should include program outcomes, tailored to the specific needs of the targeted service area(s) and population. Please use the attached Appendix D for this section.
- Directions for completing the worksheets:
- Fill in the name of the applicant.
- State the identified outcome to be addressed.
- The workplan objective/activities should address an identified need of the target population as indicated by the outcome and objectives should be measurable, outcome oriented; and include a completion date;
- The activities column must include specific, planned activities to be carried out by the contractor/clinic staff, which will lead to attainment of each objective. **The activities must describe how the stated objective will be achieved. All services/activities provided must indicate the number of clients to be served.** For each activity indicate an evaluation/tracking method.
- For each activity, the responsible/lead person should be identified as well as the target dates for completion.

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

**TABLE A**

**OPERATING BUDGET AND FUNDING REQUEST  
PERIOD: November 1, 2010- October 31, 2011**

|  | Total Expense | Amount Requested From NYS | Other Source | Specify Other Source |
|--|---------------|---------------------------|--------------|----------------------|
| <b>Sub-Total Personal Services</b><br>(Total Line Only from Table A-1):    |               |                           |              | See Table A-1        |
| <b>Sub-Total Nonpersonal Services</b><br>(Total Line Only from Table A-2): |               |                           |              | See Table A-2        |
| <b>GRAND TOTAL</b>   |               |                           |              |                      |

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

**TABLE A-1  
OPERATING BUDGET AND FUNDING REQUEST  
PERIOD: November 1, 2010- October 31, 2011**

**PERSONAL SERVICES**

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

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

**TABLE A-2  
OPERATING BUDGET AND FUNDING REQUEST  
PERIOD: November 1, 2010- October 31, 2011**

**NONPERSONAL SERVICES**

|                                      | Total Expense | Amount Requested From NYS | Other Source | Specify Other Source |
|--------------------------------------|---------------|---------------------------|--------------|----------------------|
| (List Budgeted Expenses)             |               |                           |              |                      |
| <b>Subtotal Nonpersonal Services</b> |               |                           |              |                      |

**FORM 1**  
**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT**  
**PERSONAL SERVICES**

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

Period: November 1, 2010- October 31, 2011

**PERSONAL SERVICES**

Title

Incumbent

Description

**FORM 2  
BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT  
FRINGE BENEFITS**

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

Period: November 1, 2010- October 31, 2011

**FRINGE BENEFITS**

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

\*This amount must equal the percentage used in budget calculations. If positions have different fringe benefit rates, use an average for all positions.

**FORM 3**  
**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT**  
**NONPERSONAL SERVICES**

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

Period: November 1, 2010- October 31, 2011

**NONPERSONAL SERVICES**

Item

Cost

Description

Work Plan Implementation Worksheet

Contract Year \_\_\_\_\_

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

**Outcome:**

| <b>OBJECTIVE</b> | <b>SPECIFIC ACTIVITIES</b> | <b>TIME FRAME</b> | <b>PERSON RESPONSIBLE</b> | <b>EVALUATION METHOD (PROCESS)</b> | <b>EVALUATION METHOD (OUTCOME)</b> |
|------------------|----------------------------|-------------------|---------------------------|------------------------------------|------------------------------------|
|                  |                            |                   |                           |                                    |                                    |
|                  |                            |                   |                           |                                    |                                    |
|                  |                            |                   |                           |                                    |                                    |
|                  |                            |                   |                           |                                    |                                    |
|                  |                            |                   |                           |                                    |                                    |

**ATTACHMENT 8**

|   |                       |   |                               |
|---|-----------------------|---|-------------------------------|
| <b>1. VENDOR IS:</b><br><input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR   |                       |   |                               |
| <b>2. VENDOR'S LEGAL BUSINESS NAME</b>  |                       | <b>3. IDENTIFICATION NUMBERS</b><br>a) FEIN #<br><br>b) DUNS #  |                               |
| <b>4. D/B/A – Doing Business As</b> (if applicable) & COUNTY FILED:   |                       | <b>5. WEBSITE ADDRESS</b> (if applicable)   |                               |
| <b>6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE</b>   |                       | <b>7. TELEPHONE NUMBER</b>  | <b>8. FAX NUMBER</b>          |
| <b>9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE</b> , if different from above   |                       | <b>10. TELEPHONE NUMBER</b>   | <b>11. FAX NUMBER</b>         |
| <b>12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS:</b><br><br><input type="checkbox"/> Owned <input type="checkbox"/> Rented<br><br>If rented, please provide landlord's name, address, and telephone number below: |                       | <b>13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</b><br><br>Name<br>Title<br>Telephone Number<br>Fax Number<br>e-mail |                               |
| <b>14. VENDOR'S BUSINESS ENTITY IS</b> (please check appropriate box and provide additional information):   |                       |   |                               |
| a) <input type="checkbox"/> Business Corporation  | Date of Incorporation | State of Incorporation*   |                               |
| b) <input type="checkbox"/> Sole Proprietor   | Date Established      |   |                               |
| c) <input type="checkbox"/> General Partnership   | Date Established      |   |                               |
| d) <input type="checkbox"/> Not-for-Profit Corporation  | Date of Incorporation | State of Incorporation*   | Charities Registration Number |
| e) <input type="checkbox"/> Limited Liability Company (LLC)   | Date Established      |   |                               |
| f) <input type="checkbox"/> Limited Liability Partnership   | Date Established      |   |                               |
| g) <input type="checkbox"/> Other – Specify:  | Date Established      | Jurisdiction Filed (if applicable)  |                               |
| * If not incorporated in New York State, please provide a copy of authorization to do business in New York.   |                       |   |                               |
| <b>15. PRIMARY BUSINESS ACTIVITY</b> - (Please identify the primary business categories, products or services provided by your business)  |                       |   |                               |
| <b>16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:</b>   |                       |   |                               |
| <b>17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR</b> (Attach additional pages if necessary):   |                       |   |                               |
| a) NAME (print)   | TITLE                 | b) NAME (print)   | TITLE                         |
| c) NAME (print)   | TITLE                 | d) NAME (print)   | TITLE                         |

**A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.**

|  |   |
|--|---|
| <p><b>18.</b> Is the vendor certified in New York State as a (check please):</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE)</p> <p><input type="checkbox"/> Women's Business Enterprise (WBE)</p> <p><input type="checkbox"/> Disadvantaged Business Enterprise (DBE)?</p> <p>Please provide a copy of any of the above certifications that apply.</p>   | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>   |
| <p><b>19.</b> Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above?</p> <p><b>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</b></p>   | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>   |
| <p><b>20.</b> Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:</p> <p><b>a)</b> An elected or appointed public official or officer?<br/><b>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</b></p> <p><b>b)</b> A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency?<br/><b>List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</b></p> <p><b>c)</b> If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency?<br/><b>List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</b></p> <p><b>d)</b> An officer of any political party organization in New York State, whether paid or unpaid?<br/><b>List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.</b></p> | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> |

- 21.** Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate<sup>1</sup> or any person involved in the bidding or contracting process:
- a)** 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;  Yes  No
2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
3. entered into an agreement to a voluntary exclusion from bidding/contracting;
4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?
- b)** been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?  Yes  No
- c)** been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:  Yes  No
1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;
2. state or federal environmental laws;
3. unemployment insurance or workers’ compensation coverage or claim requirements;
4. Employee Retirement Income Security Act (ERISA);
5. federal, state or local human rights laws;
6. civil rights laws;
7. federal or state security laws;

- 8. federal Immigration and Naturalization Services (INS) and Alienage laws;
- 9. state or federal anti-trust laws; or
- 10. charity or consumer laws?

**For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.**

|   |  |
|---|--|
| <p>22. In the past three (3) years, has the vendor or its affiliates<sup>1</sup> had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?<br/> <i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>             | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| <p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates<sup>1</sup>, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances?<br/> <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>                | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| <p>24. Is the vendor exempt from income taxes under the Internal Revenue Code?<br/> <i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| <p>25. During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes?<br/> <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance?<br/> <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates<sup>1</sup> within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?<br/> <i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p> | <input type="checkbox"/> Yes <input type="checkbox"/> No   |

|  |  |
|--|--|
| <p>27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it?<br/> <b>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</b></p>  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years?<br/> <b>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</b></p>  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>29. In the past five (5) years, has the vendor or any affiliates<sup>1</sup>:</p> <ul style="list-style-type: none"> <li>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li> <li>b) received an overall unsatisfactory performance assessment from any government agency on any contract; or</li> <li>c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?</li> </ul> <p><b>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</b></p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

---

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

State of:            )  
          ) ss:  
County of:            )

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business                      Signature of Owner/Officer \_\_\_\_\_

Address                                  Printed Name of Signatory

City, State, Zip                      Title

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Vendor Responsibility Attestation

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

**Choose one:**

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

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

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

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

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

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